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 – May 4, 2017 – 4:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner May.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation commending and congratulating Lori Kistler, a Senior Office Support Assistant in the Office of Purchasing, on her selection as "Employee of the Month" for May 2017;

B. Adopt the Proclamation commending and congratulating the University of West Florida's Lady Argonauts Basketball Team on their National Collegiate Athletic Association South Region Championship and wishing the coaches, staff, and players continued success;

C. Adopt the Proclamation proclaiming that May 2017, Internal Audit Awareness Month, is an opportunity to acknowledge the dedicated efforts and contributions that internal auditors make in the daily lives of our employees, and the citizens of Escambia County;

D. Adopt the Proclamation commending and congratulating Mr. Gorham Partington on achieving the rank of Eagle Scout;

E. Adopt the Proclamation proclaiming May 8, 2017, to be "Child Welfare Professionals Recognition Day," and offering the Board's gratitude to all who invest their lives into ensuring the lives of our children are safe and happy;

F. Adopt the Proclamation congratulating Mrs. Juanita Prim Bottoms on the occasion of her 100th birthday and wishing her a very happy birthday; and

G. Ratify the Proclamation dated April 26, 2017, congratulating Tamela Jean Mann on her successful career and commending her for her dedication to minister through music.

7. 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.

8. 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.

9. 5:32 p.m. Public Hearing to consider adopting an Ordinance amending Chapter 30 of the Code of Ordinances to establish guidelines for complying with Escambia County's Habitat Conservation Plan for Perdido Key.

Recommendation: That the Board adopt an Ordinance amending Chapter 30 to add Article VII - Perdido Key Habitat Conservation; establishing guidelines for complying with Escambia County's Habitat Conservation Plan for protecting native wildlife; establishing restrictions on personal property left unattended overnight; providing for severability; providing for inclusion in the Code; and providing for an effective date.

10. Committee of the Whole Recommendation.

Recommendation: That the Board direct staff to move forward with the items in "Plan A-Citizens' Requests Past Safe Neighborhood Designations" that are not sidewalks, come back to a Board meeting to start a program through Local Option Sales Tax, setting aside $500,000 each year and attempting to match that each year, to construct sidewalks in the neighborhoods in Plan A first, and develop a plan for spending the Safe Neighborhood funds available for projects, other than sidewalks, in Plan A, as recommended by the Committee of the Whole (C/W), at the April 25, 2017, Committee of the Whole/Economic Development Summit (C/W #5).

11. 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 March 31, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2017, as required by Ordinance Number 95-13; on March 31, 2017, the portfolio market value was $280,334,157 and portfolio earnings totaled $208,213 for the month; the short-term portfolio yield was 0.64%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.67%; the long-term CORE portfolio achieved a yield of 1.36%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.46%.

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

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

A. Approve the Minutes of the Attorney-Client Session held April 13, 2017;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 13, 2017;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 20, 2017; and

D. Approve the Minutes of the Regular Board Meeting held April 20, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on April 4, 2017

That the Board take the following action concerning the rezoning cases heard by the Planning Board on April 4, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2016-13, Z-2017-02, and Z-2017-03 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	***Z-2016-13***
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
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
Planning Board Recommendation:	Deny the request for Commercial, approve the applicant's changed request for HDMU, High Density Mixed-use district
Speakers:	Buddy Page, James Scaminaci
2. Case No.:	***Z-2017-02***
Address:	1300 Block Blue Angel Parkway
Property Reference No.:	12-2S-31-3404-000-000
Property Size:	2.01 (+/-) acres
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
Planning Board Recommendation:	Denial
Speakers:	Joseph Dhaiti, Sherriann Dhaiti

3. Case No.: Z-2017-03

Address:	101 Beverly Parkway
Property Reference No.:	46-1S-30-2001-024-018
Property Size:	0.19 (+/-) acres
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
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Mike Whitehead

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on April 4, 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. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Section 4-5.5

That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing to review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Section 4-5.5, Marine Estuarine and Riverine Shorelines (MERS) to modify the construction requirements for armored shorelines.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 2, Floodplain Management Definitions

   That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Article 2, Section 4-2.10, Definitions, amending the definition for Coastal High Hazard Area to include specific areas in Perdido Key.

5. 5:48 p.m. - Recommendation Concerning the Review of Vested Rights Determination VRD-2017-01

   That the Board of County Commissioners (BCC) review and approve the following Vested Rights case:

Case No.:	**VRD-2017-01**
Project Address:	9300 Blk Gibson Road
Property Reference No.:	24-3N-32-1301-001-001
Zoning District:	Agr
FLU Category:	AG
Vested Rights for:	Land Use
Applicant:	Constance Parker

6. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3 and 5, Regarding Lots of Record

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, Zoning Regulations and Chapter 5, General Development Standards, to establish conditions for dividing lots of record and authorizing single-family dwellings thereon.

7. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending, Chapter 3, Section 3-3.7, Scenic Highway Overlay

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 3, Overlay Districts, Section 3-3.7, Scenic Highway Overlay, refining the setback for structures.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. May 25, 2017

1. 5:45 p.m. - A Public Hearing - Civilian Airport Land Development Code Ordinance

Summary: Amendments to the LDC addressing changes derived from F.S. 333 Airport Zoning, adopted; In July of 2016; The F. S., was amended to reflect changes in airport regulation, compatibility, permitting, and Department of Transportation requirements. Instead of having just the power to adopt airport zoning regulations, a political subdivision is now required to do so. The regulations include a permitting process for the construction or alteration of any obstruction. In addition to proposed construction, permitting also covers alterations to existing structures. Increased responsibility is given to political subdivisions to not only adopt, but also to administer and enforce airport land use compatibility. The prohibition of new landfills and restriction of existing landfills remains intact, but the technical definitions of the point of origin to begin distance measurements for the incompatibilities has been modified.

2. 5:46 p.m. - A Public Hearing - CPA-2017-01 - Civilian Airport Comprehensive Plan Ordinance (first of two public hearings)

Summary: Amendments to the Comprehensive Plan addressing changes derived from F.S. 333 Airport Zoning, adopted; In July of 2016; The F. S., was amended to reflect changes in airport regulation, compatibility, permitting, and Department of Transportation requirements. Instead of having just the power to adopt airport zoning regulations, a political subdivision is now required to do so. The regulations include a permitting process for the construction or alteration of any obstruction. In addition to proposed construction, permitting also covers alterations to existing structures. Increased responsibility is given to political subdivisions to not only adopt, but also to administer and enforce airport land use compatibility. The prohibition of new landfills and restriction of existing landfills remains intact, but the technical definitions of the point of origin to begin distance measurements for the incompatibilities has been modified.

3. 5:47 p.m. - A Public Hearing - CPA-2016-03 - Definition of Limited Ag Uses (second of two public hearings)

Summary: Amendment to the Comprehensive Plan adding a definition for Limited Agricultural Use, resulting from a technical comment provided by Department of Economic Opportunity under its review of a separate Comprehensive Plan Amendment.

4. 5:48 p.m. - A Public Hearing - LSA-2016-03 - Large Scale Map Amendment - 11975 Beulah Road (second of two public hearings)

Summary: Changing the Future Land Use Category from Industrial to Mixed-Use Suburban.

5. 5:49 p.m. - A Public Hearing to amend the Official Zoning map to include the following Rezoning Case that was heard by the Planning Board on February 7, 2017.

Case No.:	**Z-2016-11**
Address:	11975 Beulah Road
Property Reference No.:	34-1N-31-2101-000-001
From:	Ind, Industrial district (du density limited to vested residential development)
To:	LDR, Low Density Residential district (four du/acre)
FLU Category:	I, Industrial and MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Jesse Rigby and Joe Rector, Jr., Dewberry/Preble Rish, Agent for Bolley Johnson, Briar Ridge, LLC, Owner
Planning board Recommendation:	Approval
Speakers:	Jesse Rigby, Joe Rector

B. June 8, 2017

5:45 p.m. - A Public Hearing - Clustering Ordinance

Summary: Amendment to aid clustering of dwelling units through site and building requirement flexibility on property that preserves significant protected resources.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Resolution in Support of the Florida Sea Grant College Program - Nick Simmons, County Extension Director

   That the Board adopt the Resolution expressing support for the Florida Sea Grant College Program. For 50 years the National Sea Grant College Program has worked to create and maintain a healthy coastal environment and economy through a partnership with the National Oceanic and Atmospheric Administration (NOAA) and a vast network of 33 local programs based at universities in every coastal state, Puerto Rico, and Guam. The National Sea Grant College Program leverages local, state, and private funds, with 95% of the federal funds appropriated being distributed to the participating state programs.

2. Recommendation Concerning the Scheduling of a Public Hearing for the Creekwood and Creekwood Oaks Lift Station Improvements Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on May 25, 2017, at 5:31 p.m., to consider adoption of an Ordinance creating the Creekwood and Creekwood Oaks Lift Station Improvements Municipal Services Benefit Unit (MSBU).

3. Recommendation Concerning the Interlocal Agreement between Santa Rosa Board of Commissioners and Escambia County Board of Commissioners and Workforce Escarosa, Inc., dba CareerSource Escarosa - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board approve and authorize the Chairman to sign the Interlocal Agreement between the Santa Rosa County Board of Commissioners, Escambia County Board of Commissioners, and Workforce Escarosa, Inc., dba Career Source Escarosa. The Workforce Innovation and Opportunity Act of 2014 (WIOA) provides that when a local workforce board represents multiple units of local governments within a local area, the respective local governments may execute an Agreement specifying means by which 1) local board members are appointed and 2) local government units will carry out the other responsibilities assigned to them under WOIA. Consistent with WIOA, the proposed Interlocal Agreement addresses the appointment of CareerSource Escarosa board members and the counties' respective responsibilities under WIOA.

4. Recommendation Concerning a Reappointment to the West Florida Public Library Board of Governance by the Pensacola City Council - Todd Humble, Library Services Department Director

   That the Board acknowledge for the Official Record the reappointment of David J. Bryant to the West Florida Public Library Board of Governance by the Pensacola City Council, to serve a two-year term, effective March 1, 2017, through February 28, 2019.

5. Recommendation Concerning the Conveyance of a Portion of County-Owned Right-of-Way to the Florida Department of Transportation for the State Road 292 Gulf Beach Highway at State Road 727 Fairfield Drive Intersection Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action concerning the conveyance of a portion of County-owned right-of-way to the State of Florida Department of Transportation (FDOT) for their planned improvement project at the intersection of State Road (SR) 292 (Gulf Beach Highway) at State Road (SR) 727 (Fairfield Drive):

   A. Adopt the Resolution authorizing the conveyance of real property to FDOT for their planned improvement project for the intersection of SR 292 (Gulf Beach Highway) at SR 727 (Fairfield Drive);

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

   C. Authorize the Chairman or Vice Chairman to execute the County Deed, Resolution, and any other documents necessary to complete the conveyance without any further action from the Board.

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

6. Recommendation Concerning Allowing the Pensacola Sister Cities to Use the Artel Gallery to host a Reception in Honor of the Visiting Delegation from Malaga/Macharaviaya in South Andalucia, Spain - Jack R. Brown, County Administrator

   That the Board take the following action concerning the use of the Artel Gallery:

   A. Approve the use of the Artel Gallery space for the Pensacola Sister Cities and the Artel Gallery to hold a reception in of honor the visiting delegation from Malaga/Macharaviaya in South Andalucia, Spain on Wednesday evening, May 10, 2017;

   B. Grant permission for them to serve beer, wine, and alcohol at this event pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

   C. Require the Pensacola Sister Cities to have the Artel Gallery cleaned up by 10:00 a.m., on Thursday, May 11, 2017.

7. Recommendation Concerning the West Florida Public Libraries Operational Calendar - Todd Humble, Library Services Department Director

That the Board take the following action:

A. Approve ALL library staff to gather at the Pensacola Public Library the morning of Monday, May 22, 2017, at 8:00 a.m. for a four-hour training: and

B. Authorize Escambia County libraries to remain closed to the public until 2:00 p.m., thus allowing staff time to travel back to their normal service location, prepare facilities to open, and have an unpaid lunch break prior to opening at 2:00 p.m. Library branches normally closed on Mondays include the Century Branch, the Genealogy Branch, and the Bookmobile.

8. Recommendation Concerning Awarding a Fire Truck Ride to School for Summer Reading 2017 Winners - Todd Humble, Library Services Department Director

That the Board authorize Escambia County Fire Rescue to provide six area youths, between the ages of 6 and 11, a fire truck ride to school if they have completed 50 hours or more of reading during Escambia County's West Florida Public Libraries 2017 Summer Reading Campaign. Authorize Escambia County Fire Rescue to provide Fire Safety Training to six Escambia County Elementary Schools after the winning youth has arrived at his/her school.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Sales Order/Service Agreement and Lease Agreement with Dex Imaging for the Corrections Department, Community Corrections Division - Tammy Jarvis, Director of Corrections

That the Board take the following action:

A. Approve the Sales Order/Service Agreement and Lease Agreement with Dex Imaging for the lease and service of three machines for a term of 48 months. The monthly charge will be $265.05, which will include 15,000 copies. The price per copy after the allotment will be $0.0055 per copy. The estimated total monthly expenditure will be $382.95; and

B. Authorize the Chairman to sign Sales/Order Service Agreement and the Lease Agreement.

[Funding: Fund 114, Misdemeanor Probation Fund, Cost Centers 290301 Misdemeanor Probation and 290305 Residential Probation, Object Code 54401, Rentals and Leases]

2. Recommendation Concerning the Escambia County Youth Employment Program - Tonya Gant, Neighborhood & Human Services, Department Director.

That the Board take the following action:

A. Approve the implementation of the Escambia County Youth Employment Program (ECYEP) to operate for two cycles – a summer cycle to begin June 4, 2017, through August 4, 2017, and a fall cycle to begin October 2, 2017, through December 1, 2017;

B. Approve the program implementation and funding for the Fiscal Year 2016-2017 summer cycle, in the amount of $78,215.20;

C. Approve the program implementation for the fall cycle, which will be funded in the Fiscal Year 2017-2018 Budget; and

D. Authorize the issuance of all related Purchase Orders associated with the Fiscal Year 2016-2017 summer cycle.

[Funding source: Fund 001, General Fund, Cost Center 130201, and Account Code 53401]

3. Recommendation Concerning the Election Systems & Software Sales Order Agreement - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Election Systems & Software Sales Order Agreement & terms of Elections System and Software for ExpressVote BMD Terminals, Carrying Cases, and Equipment Operations Training:

A. Find, pursuant to Section 101.293(1)(b), Florida Statutes, that "a single source" is available to the County from which to purchase such compatible voting system equipment meeting the standards for voting systems in Section 101.56062, Florida Statutes, currently used in Escambia County;

B. Approve the Election Systems & Software Sales Order Agreement for the purchase amount of $345,150; and

C. Authorize the Chairman to execute the Agreement.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

4. Recommendation Concerning Supplemental Budget Amendment #124 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #124, General Fund (001), in the amount of $25,862, to recognize funds received from the Florida Department of Health reimbursing Escambia County for chemical and equipment expenditures associated with enhanced Zika Mosquito control services, and to appropriate these funds back into the Fiscal Year 2016/2017 Mosquito Control Budget.

5. Recommendation Concerning the Surplus and Sale of 21 County-Owned Parcels of Real Property Located on Innerarity Island - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of 21 County-owned parcels of real property located on Innerarity Island:

A. Declare surplus 21 parcels of the Board's real property located on Innerarity Island, as listed below:

Parcel Reference #	Address	Minimum Bid
15-3S-32-2001-003-004	16795 INNERARITY POINT ROAD	$60,000
15-3S-32-2001-004-004	16797 INNERARITY POINT ROAD	$58,000
15-3S-32-2001-009-004	5305 NORTH SHORE ROAD	$58,000
15-3S-32-2001-008-004	5307 NORTH SHORE ROAD	$58,000
15-3S-32-2001-007-004	5309 NORTH SHORE ROAD	$58,000
15-3S-32-2001-001-007	5426 NORTH SHORE ROAD	$70,000
15-3S-32-2001-020-008	5931 RED CEDAR STREET	$80,000
15-3S-32-2001-021-008	5941 RED CEDAR STREET	$80,000
15-3S-32-2001-022-008	5951 RED CEDAR STREET	$80,000
15-3S-32-2001-017-005	5980 RED CEDAR STREET	$315,000
15-3S-32-2001-018-005	5990 RED CEDAR STREET	$330,000
15-3S-32-2001-017-008	RED CEDAR STREET	$40,000
15-3S-32-2003-012-003	16402 NORTH SHORE COURT	$30,000
15-3S-32-2003-006-003	16411 NORTH SHORE COURT	$30,000
15-3S-32-2003-008-006	16502 NORTH SHORE LANE	$30,000
15-3S-32-2003-009-006	16504 NORTH SHORE LANE	$30,000
15-3S-32-2003-003-005	16505 NORTH SHORE LANE	$30,000
15-3S-32-2003-010-006	16506 NORTH SHORE LANE	$30,000
15-3S-32-2003-004-005	16507 NORTH SHORE LANE	$30,000
15-3S-32-2003-002-006	16605 NORTH SHORE COVE	$30,000
15-3S-32-2006-008-009	16651 SEASCAPE STREET	$25,000

B. Authorize the sale of these properties to the bidder with the highest offer received at or above the minimum bid amounts listed above;

C. Authorize staff to use an online real estate auction company to market and sell these properties; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete the sale of these properties, without further action of the Board.

6. Recommendation Concerning Tax Deed Application for Property Over $5,000 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the Application List (as provided) for 85 tax deeds for parcels over $5,000. The Tax Deed Application process fees total $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel.

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the Certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County where the lands described in the Certificate are located shall make application for deed on all Certificates on property valued at $5,000 or more on the Property Appraiser's Roll. Each of the properties that are the subject of this Recommendation are valued at $5,000 or more on the Property Appraiser's Roll.

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

7. Recommendation Concerning the Purchase of Four Pickup Trucks for the Public Safety Department - Michael D. Weaver Public Safety Department Director

That the Board take the following action regarding the purchase of four vehicles for the Public Safety Department:

A. Authorize the County to utilize the National Joint Powers Alliance Bid #2017-120716-NAP, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order to Alan Jay Fleet Sales, in the amount of $107,248, for four (4x4 Extended Cab Six Foot Bed Pickup Trucks, according to the specifications of VE 16-17.013).

In accordance with Board Policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from Florida Contracts, Federal Schedules, or other Purchasing Cooperative Contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 16-17.013 were posted on March 16, 2017, for a period of 30 days.

[Funding: Fund 352, Public Safety Capital Projects, Cost Center 330435]

8. Recommendation Concerning Santa Rosa Island Public Works Department Equipment Purchase - Paul Nobles, Office of Purchasing, Senior Purchasing Coordinator

That the Board approve the purchase of one, 3.0 Cubic Yard Wheel Loader from Cowin Equipment Company, Inc., in the amount of $152,188, for the SRI Public Works Department.

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, VE 16-17.008 SRI Public Works – 3.0 Cubic Yard Wheel Loader from Tuesday, February 14, 2017, to Wednesday, March 15, 2017.

[Funding: Fund 001, “General Fund," Cost Center 211401 “SRI Public Works," Object Code 56401 “Machinery and Equipment”]

9. Recommendation Concerning Contract Award for LAP Project C.E.I. (Construction Engineering Inspections) for CR 184 (Muscogee Road), FDIP: 437039-1-54-01 - Paul Nobles, Office of Purchasing, Senior Purchasing Coordinator

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Mott MacDonald Florida, LLC, per the terms and conditions of PD 16-17.017, "LAP Project C.E.I. (Construction Engineering Inspections) for A.1: County Road 184 (Muscogee Road) Between CR 297-A & U.S. 29; and U.S. 29 Signal Upgrades at Morris, Muscogee & Tree. A. 2 CR 184 (Muscogee Road) Between Beulah Road & Carlisle Street FDIP: 437039-1-54-01," for a lump sum of $498,828.85.

[Funding: Fund 352, LOST III, Cost Center 210123, Object Code 56301, Project Number 16EN3535]

10. Recommendation Concerning Contract Award for Delano Street Drainage and Improvement Project - Paul Nobles, Office of Purchasing, Senior Purchasing Coordinator

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and HDR Engineering, Inc., per the terms and conditions of PD 16-17.023, Delano Street Drainage and Improvement Project, for a lump sum of $851,150.18.

[Funding: Fund 352, LOST III HMPG, Cost Center 210124, Object Code 56301, Project Number 17EN3743]

11. Recommendation Concerning a Change Order to Baskerville Donovan, Inc., for Engineering and Surveying Services for the Pensacola Beach Master Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, for Engineering and Surveying Services for the Pensacola Beach Master Plan - Access Roadway Alignment Modification:

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	$74,380.04
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan - Access Roadway Alignment Modification
Contract:	PD 10-11.005, Engineering and Surveying Services for the Pensacola Beach Master Plan
PO No.:	121158
CO No.:	12
Original Award Amount:	$149,746.26
Cumulative Amount of Change Orders through this CO:	$1,278,962.63
New Contract Total:	$1,428,708.89

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #15EN3214 "Pensacola Beach Access Funding"]

12. Recommendation Concerning a Contract Amendment between Escambia County, Florida, and John Davenport Engineering, Inc., for Design Services for Traffic Signal Design for County Road 95A at Old Chemstrand Road and County Road 297A at Kingsfield Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services between Escambia County, Florida, and John Davenport Engineering, Inc., in the amount of $87,780, per the terms and conditions of PD 15-16.091, Design Services for Traffic Signal Design for County Road (CR) 95A at Old Chemstrand Road and County Road (CR) 297A at Kingsfield Road.

[Funding: The additional work will cost $87,780 and will be funded from "LOST III," Fund 352, Cost Center 210107, Object Code 56301, Project 16EN3495]

13. Recommendation Concerning the Acceptance of a Permanent Easement from International Paper Company for Muscogee Road (County Road 184) Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a permanent easement from International Paper Company along Muscogee Road (County Road 184) between Beulah Road and Carlisle Drive for widening and drainage improvements:

A. Accept the donation of a permanent easement from International Paper Company along Muscogee Road (County Road 184) between Beulah Road and Carlisle Drive for widening and drainage improvements;

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

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

D. Authorize 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.

NOTE: The County Attorney's Office has requested that the Board be made aware of the following: The scope of the County Attorney's review and approval does not include sections 8, 9, 10, and 13 of the easement, which requires the County to directly or indirectly provide indemnities, waivers, purchase insurance, and pay the other party's attorneys' fees. The County Attorney advises against agreeing to these provisions because they would require the County to pay for damages, injuries, and expenses that the County is not otherwise legally obligated to pay. Additionally, the insurance provisions in section 10 would require the County to improperly expend public funds to purchase insurance for a private party.

[Funding: Fund 352, "LOST III," Cost Center 210107, Project #09EN0115 "Muscogee Road"]

14. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Off Arthur Brown Road, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for May 25, 2017, at 5:32 p.m., to consider the vacation of a portion of unopened right-of-way located off of Arthur Brown Road (approximately 0.16 acres) on the Board's own motion:

A. Schedule a Public Hearing for May 25, 2017, at 5:32 p.m., to consider the vacation of a portion of unopened right-of-way located off of Arthur Brown Road (approximately 0.16 acres); and

B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 175, "Transportation Trust Fund," Account 211602/54901]

15. Recommendation Concerning a Resolution for the Cantonment Neighborhood Crime Prevention Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Resolution for the Cantonment Neighborhood Crime Prevention Program:

A. Adopt a Resolution of the Board of County Commissioners of Escambia County, Florida, supporting and establishing a Crime Prevention Program for neighborhood safety for the Cantonment neighborhood; providing for an effective date; and

B. Authorize the Chairman to sign the Resolution and any related documents necessary to implement the program.

[Funding: Fund 101, Safe Neighborhood Program, Cost Center 370104]

16. Recommendation Concerning the Escambia County Area Transit Annual "Summer Wheels" Youth Pass Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the annual continuation of the Escambia County Area Transit (ECAT) Annual Summer Youth Pass Program for passengers 18 years of age and under, which will be available at no charge from Memorial Day to Labor Day.

[Funding: The cost of promotional material and advertising for this program is $5,500, which will come from Fund 104 - Mass Transit]

III. For Discussion

1. Recommendation Concerning Barrineau Park Fall Festival - Commissioner Steven Barry, District V

   That the Board approve the request for $3,000, to be funded from the 4th Cent Tourist Development Tax, for the Barrineau Park Fall Festival, and approve the Purchase Order for this purpose.

   [Funding: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105, Object Code 58201]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling an Attorney/Client Session on May 11, 2017 at 8:30 a.m. to Discuss Pending Litigation in the cases of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; and Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al., Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida

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, May 11, 2017 at 8:30 a.m.; and

B. Approve the public notice printed below to be published in the Pensacola News Journal on Saturday, May 6, 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 cases of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al., Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, May 11, 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 Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney and Lawson Hester, attorneys representing Escambia County in the foregoing litigation. A certified court reporter will attend and report the attorney/client session.

2. Recommendation Concerning the Scheduling of a Public Hearing to Consider an Ordinance Amending and Clarifying Section 6-4(c) Relating to Open Containers on Pensacola Beach Boardwalk (a/k/a the Portofino Boardwalk)

   That the Board authorize the scheduling of a Public Hearing on Thursday, May 25, 2017, at 5:33 p.m. to consider adopting an Ordinance amending and clarifying Volume 1, Chapter 6, Article I, Section 6-4(c) of the Escambia County Code of Ordinances relating to open container restrictions that will apply to the Pensacola Beach Boardwalk area (a/k/a the Portofino Boardwalk).

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12125 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 05/04/2017
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 Lori Kistler, a Senior Office Support Assistant in the Office of Purchasing, on her selection as "Employee of the Month" for May 2017;

B. Adopt the Proclamation commending and congratulating the University of West Florida's Lady Argonauts Basketball Team on their National Collegiate Athletic Association South Region Championship and wishing the coaches, staff, and players continued success;

C. Adopt the Proclamation proclaiming that May 2017, Internal Audit Awareness Month, is an opportunity to acknowledge the dedicated efforts and contributions that internal auditors make in the daily lives of our employees, and the citizens of Escambia County;

D. Adopt the Proclamation commending and congratulating Mr. Gorham Partington on achieving the rank of Eagle Scout;

E. Adopt the Proclamation proclaiming May 8, 2017, to be "Child Welfare Professionals Recognition Day," and offering the Board's gratitude to all who invest their lives into ensuring the lives of our children are safe and happy;

F. Adopt the Proclamation congratulating Mrs. Juanita Prim Bottoms on the occasion of her 100th birthday and wishing her a very happy birthday; and

G. Ratify the Proclamation dated April 26, 2017, congratulating Tamela Jean Mann on her successful career and commending her for her dedication to minister through music.

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

Proclamations

PROCLAMATION

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

WHEREAS, *Lori Kistler, a Senior Office Support Assistant in the Office of Purchasing, began her employment with the County on July 30, 2001, and is selected for "Employee of the Month" for May 2017, for the standards of excellence that she displays in the performance of her duties; and*

WHEREAS, *a number of vacancies in the Office of Purchasing have caused temporary staffing shortages. The remaining employees have been required to assume more and greater responsibilities in an effort to reduce and eliminate backlogs; and*

WHEREAS, *Ms. Kistler has assumed not just additional administrative duties but has also assisted with the preparation and issue of solicitations; and*

WHEREAS, *she has proven time and again that she is willing to step up and assist colleagues in all Purchasing duties regardless of responsibility; and*

WHEREAS, *Ms. Kistler exemplifies the best in County values by demonstrating a high degree of teamwork during these exigent circumstances that is appreciated by everyone in her office.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Lori Kistler on her selection as the "Employee of the Month" for May 2017.*

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

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Deputy Clerk

Adopted: May 4, 2017

PROCOCLMATION

WHEREAS, the University of West Florida (UWF) was established in 1963; and

WHEREAS, after spending time as a member of the National Association of Intercollegiate Athletics, UWF transitioned in 1994 to full membership in the National Collegiate Athletic Association (NCAA). The Argonauts then began competing in NCAA Division II and joined the Gulf South Conference; and

WHEREAS, the UWF 2016-2017 Women's Basketball Team, the Lady Argonauts, had a season record of 28 victories while finishing with a 28-7 overall record; and

WHEREAS, the Lady Argonauts won their first ever Gulf South Conference regular-season championship with a school record of 18 league victories; and

WHEREAS, the Lady Argonauts advanced to the NCAA Division II Women's Basketball Elite Eight for the first time in program history; and

WHEREAS, the Lady Argonauts won their first ever NCAA South Region Championship, becoming the first school from the Gulf South Conference to do so in the past six years; and

WHEREAS, senior Alex Coyne and junior Toni Brewer earned All-America honors from the Women's Basketball Coaches Association and Division II Conference Commissioner's Association; and

WHEREAS, senior Alex Coyne was named the Gulf South Conference Player of the Year; and

WHEREAS, senior Alex Coyne was named the NCAA South Regional Most Outstanding Performer and was joined on the all-tournament team by senior Katie Bobos; and

WHEREAS, senior Katie Bobos, junior Toni Brewer, and senior Alex Coyne were named to the Gulf South Conference All-Conference Team; and

WHEREAS, seniors Katie Bobos and Alex Coyne were named to the College Sports Information Directors of America Academic All-District Team and Gulf South Conference All-Academic Team; and

WHEREAS, senior Katie Bobos set the UWF career rebound record with 1,005 rebounds, and Senior Alex Coyne set the career assist record with 423 assists in just two seasons.

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the University of West Florida's Lady Argonauts Basketball Team on their National Collegiate Athletic Association South Region Championship and wishes the coaches, staff, and players continued success.*

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: May 4, 2017

PROCLAMATION

***WHEREAS**, the month of May 2017 is Internal Audit Awareness Month; and*

***WHEREAS**, internal auditors are independent, objective professionals who help organizations improve their operations and accomplish their objectives; and*

***WHEREAS**, internal auditors provide a systematic and disciplined approach to evaluating and improving the effectiveness of risk management, control, and government processes; and*

***WHEREAS**, internal auditors analyze their findings and advise organizations, board members, and management in ways to maintain, correct, or improve their operations; and*

***WHEREAS**, internal auditors promote accountability, productivity, and the improvement of management controls in public and private entities; and*

***WHEREAS**, internal auditing as a career offers job opportunities with attractive salaries, challenge, prestige, and professional certification as a Certified Internal Auditor.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that Internal Audit Awareness Month is an opportunity to acknowledge the dedicated efforts and contributions that internal auditors make in the daily lives of our employees and the citizens of Escambia County.*

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: May 4, 2017

PROCLAMATION

***WHEREAS**, Gorham Partington is a sophomore with a current GPA of 4.475 in Pensacola High School's International Baccalaureate Program and is currently ranked 1st out of 368 students in his class; and*

***WHEREAS**, Gorham was inducted into the Spanish National Honor Society in 9th Grade and into the National Honor Society in 10th Grade; and*

***WHEREAS**, Gorham has achieved a Third Degree Black Belt, Level Four, in Tae Kwon Do, which is the highest level that can be accomplished by a student under the age of 16. Gorham is currently a Level 1 Instructor and a member of the leadership team at Tiger Rock Tae Kwon Do; and*

***WHEREAS**, Gorham placed 1st with his History Fair Research Paper in the School Competition; placed 1st in the County Competition; and placed 2nd at the Florida State Competition, which qualified him for the National History Fair; and*

***WHEREAS**, Gorham has received numerous awards for sailing competitively (starting in the 1st Grade) including Pensacola Yacht Club's Opti Sailor of the Year, the Sportsmanship Award, and Youth Male Sailor of the Year. More recently he was awarded Laser Sailor of the Year in 2013-2014 and Crew of the Year in 2016; and*

***WHEREAS**, on February 16, 2017, Gorham Partington succeeded in attaining the much-coveted rank of Eagle Scout; and*

***WHEREAS**, the rank of Eagle Scout is the highest rank the Boy Scouts of America has to offer. Each Scout must successfully complete a service project for a non-profit organization to earn his Eagle. Gorham's Eagle Service Project was to construct a durable bench, two chairs, and two planters to create an outdoor seating area at Westminster Village and to clean up the pond so that the residents would have a nice place to sit and look out over the pond; and*

***WHEREAS**, Gorham is one of a few young men to obtain this prestigious award and is among the approximately four percent of all Boy Scouts who attain the Eagle rank.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Gorham Partington on achieving the rank of Eagle Scout.*

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: May 4, 2017

PROCLAMATION

***WHEREAS**, children are our most precious resources and our promise for a bright future; and*

***WHEREAS**, "Child Welfare Professionals Recognition Day" was originally approved and signed into law by Governor Charlie Crist in 2008; and*

***WHEREAS**, the Bill, Senate Bill 78, was sponsored by Congresswoman Frederica S. Wilson to ensure the professionals who are entrusted with the well-being of our children get the appreciation and positive recognition they rightfully deserve; and*

***WHEREAS**, the vast majority of child welfare professionals are hardworking, conscientious, and compassionate when it comes to the safety of children and take their responsibilities toward ensuring our children are safe and well taken care of very seriously; and*

***WHEREAS**, child welfare professionals are responsible for ensuring our children live free from maltreatment; enjoy long-term, secure relationships within strong families and communities; are physically and emotionally healthy and socially competent, and that families nurture, protect, and meet the needs of their children; and*

***WHEREAS**, they form supportive partnerships with family members, relative caregivers, and foster and adoptive parents to achieve optimum communication, clear roles and responsibilities, and mutual accountability; and*

***WHEREAS**, these professionals build rapport and trust with families and those who know and support them, and empower family members by identifying their strengths and making them aware of the resources that are available to assist them.*

***NOW, THEREFORE, BE IT PROCLAIMED**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims May 8, 2017, to be "Child Welfare Professionals Recognition Day," and offers its gratitude to all who invest their lives into ensuring the lives of our children are safe and happy.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: May 4, 2017

PROCLAMATION

***WHEREAS**, Ms. Juanita Prim Bottoms was born on May 14, 1917 in Groveton, Texas and is the oldest of four children; and*

***WHEREAS**, she moved to Graceville, Florida in 1923, where she and her family lived on her Grandfather Prim's land where she worked picking cotton and various crops making one cent per pound of cotton; and*

***WHEREAS**, when Juanita was in high school, her father Albert moved the family to DeFuniak Springs, Florida, where upon moving to the more urban area of DeFuniak Springs she immersed herself in many of the experiences found in larger cities, such as tennis, being one of the first two girls cheerleading for DeFuniak Springs High School and playing on the high school basketball team. There she met her future husband, Max Howell, while attending high school. Juanita and Max married in 1939, and had two daughters, Sue and Frankie; and*

***WHEREAS**, when World War II broke out, Max worked at Eglin Field, Florida, from there Juanita and her family were transferred to Grenada Army Air Corp Field, Mississippi, then on to the Army Supply Depot, Memphis, Tennessee. Following the War's end, the family continued living in Memphis until 1951, and after that, except for eight years living in Newport Richey, she has resided in Pensacola; and*

***WHEREAS**, Ms. Bottoms has been involved in many varied activities, such as being an avid bridge player until the age of 95 years old, she drove to visit shut-ins until she was 95, she modeled for Gayfers and became an accomplished seamstress; is a lifetime member of the United Methodist Women, was a docent for the Dorothy Walton House in Seville Square Pensacola, in 1980, she chaperoned Fiesta Queen for Fiesta of Five Flags, danced with Lawrence Welk, and is a seasoned traveler having visited most of the Unite States, including Alaska, also, Canada, Europe, and Puerto Rico; and*

***WHEREAS**, Ms. Bottoms is a really serious Florida State and Auburn football fan. The basic elements that best seem to portray her life are: FAMILY-FRIENDS-FAITH.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, congratulates Mrs. Juanita Prim Bottoms on the occasion of her 100th birthday and wishes her a very happy birthday.*

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, Chairman
District Four

Steven Barry
District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: May 4, 2017

PROCLAMATION

***WHEREAS**, Tamela Jean Mann born June 9, 1966, in Fort Worth, Texas, is an award-winning gospel singer, actress, wife, and mother; and*

***WHEREAS**, Mrs. Mann is the youngest of 14 children who grew up in a very spiritual home grounded in the Church of God in Christ. She and her siblings were reared by their mother, "Mother Eppe," who believed in and exercised solid biblical principles; and*

***WHEREAS**, Mrs. Mann knew at an early age that music ministry was her calling. She began singing in the church choir at the early age of 8, and by the age of 12 she had blossomed into a soloist within the church and high school choirs and would later become an award-winning gospel singer; and*

***WHEREAS**, Tamela and David Mann who are both devout Christians have been married for 29 years and have raised 4 children together. The two began working together on stage singing in Kirk Franklin's vocal ensemble "The Family" before starring in Tyler Perry's plays and movies: "I Can Do Bad All By Myself, Madea's Family Reunion, Madea's Class Reunion, Meet the Browns, Madea Goes to Jail, and Madea's Big Happy Family." The Mann's are currently working together on their own television shows "Mann & Wife," a comedy series, and "It's a Mann's World," a reality show, with their children. The couple also serve as spokespeople for the American Diabetes Association and incorporate tips on healthy eating through their show "Hanging with the Manns"; and*

***WHEREAS**, Mrs. Mann has also starred as Cora in Tyler Perry's: "House of Payne and What's Done in the Dark"; and*

***WHEREAS**, Mrs. Mann and her husband began their own label, TillyMann Music Group, in 2005. She has recorded four highly-acclaimed albums: "2005 Gotta Keep Movin', 2007 The Live Experience, 2009 The Master Plan, 2012 Best Days, and 2016 One Way." The Master Plan won the 2011 Dove Award for Traditional Gospel Album of the Year and was nominated for an NAACP Image Award. The Best Days album debuted at #1 on the Billboard Top Gospel Albums Chart and #14 on the Billboard 200; and*

***WHEREAS**, Mrs. Mann won the Stellar Award's "Best Female Gospel Artist of the Year" in 2014 as well as Best Gospel Artist at the 2014 BET Awards. She also won the 2017 Grammy Award for Best Gospel Song/Performance for "God Provides"; and*

***WHEREAS**, Mrs. Mann has been blessed with a life filled with faith, family, and a rewarding career. Faith will always be the foundation of her life; she remains active in her church, loves ministering to people all over the world through her music, and will continue to do so until the Lord calls her home.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, congratulates Tamela Jean Mann on her successful career and commends her for her dedication to minister through music.*

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. FL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: April 26, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12074 **Public Hearings 8.**
BCC Regular Meeting
Meeting Date: 05/04/2017
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.

The Traffic Division has indicated that a cul-de-sac or some type of turn-around near the

"new" terminus will be needed. Additionally, Public Safety has concerns with the limitations to access, should this Vacation be approved. If approved, an emergency access gate will need to be installed.

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
Notice of Adoption
Certification of Property Owners
Additional Mailing List
Traffic Study Maps
Staff Responses
On-Line Survey Response

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:

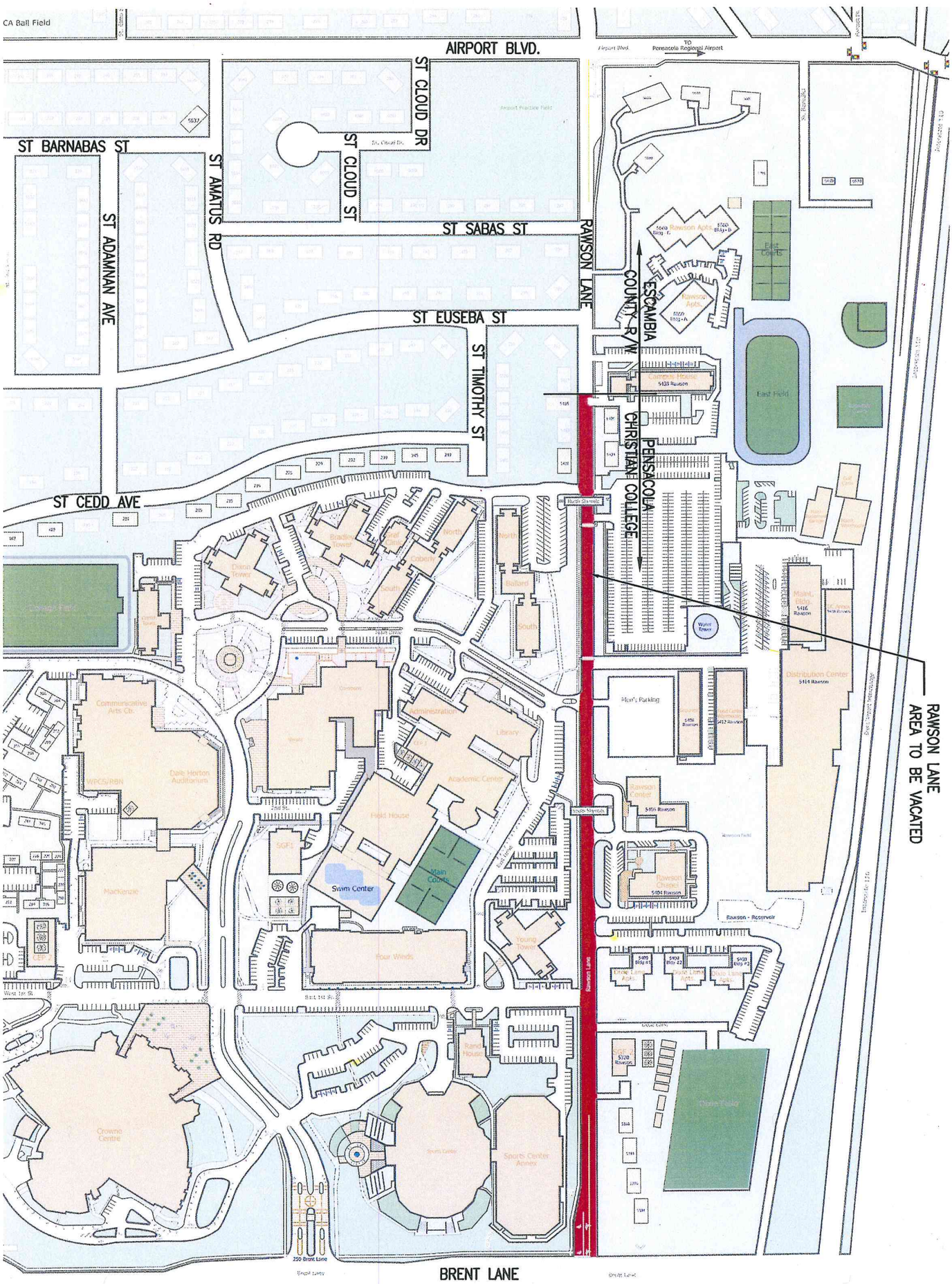
PENSACOLA CHRISTIAN COLLEGE, INC.

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


CA Ball Field
AIRPORT BLVD.
TO Pensacola Regional Airport
ST CLOUD DR
ST CLOUD ST
ST BARNABAS ST
ST AMATUS RD
ST ADAMNAN AVE
ST SABAS ST
RAWSON LANE
COUNTY R/W
ESCAMBIA
ST EUSEBA ST
ST TIMOTHY ST
CHRISTIAN COLLEGE
PENSACOLA
ST CEDD AVE
RAWSON LANE
AREA TO BE VACATED
BRENT LANE
Swim Center
Main Courts
Four Winds
Field House
Academic Center
Library
Administration
Dale Horton Auditorium
Communicative Arts Ctr.
Mackenzie
Crowne Centre
Sports Center
Sports Center Annex
Rand House
Young Tower
Ballard
Bradley Tower
Dixon Tower
Cowan Field
East Courts
East Field
Maint. 5416 Rawson
Distribution Center 5414 Rawson
Mott Parking
Rawson Center 5406 Rawson
Rawson Chapel 5404 Rawson
Rawson - Reservoir
Rawson Field
Water Tower
Open Field
250 Brent Lane

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 April 18, 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 PM on May 4, 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 4534	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	5803 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	6257 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

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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	CIS 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
40178000	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

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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	5244 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	6059 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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40090000	351S302101005009	LIKIS ROBERT A	5675 N DAVIS HWY	PENSACOLA, FL 32503	5700 BLK N DAVIS HWY
43539100	481S307108000002	LIN-JOHN LTD	28 CALLE HERMOSA	GULF BREEZE, FL 32561	503 BRENT LN
43527000	481S307101000003	LIU SU HSIN &	6093 TOULOUSE DR	PENSACOLA, FL 32505	5204 N DAVIS HWY
43193119	481S303100005001	LOFTIN FAMILY PARTNERSHIP	2101 BARRANCAS AVE	PENSACOLA, FL 32502	5616 JOE ELLIOTT WAY
40094100	351S302101022009	LOFTIN TOMBLIN ENTERPRISES	2101 BARRANCAS AVE	PENSACOLA, FL 32502	5555 DAVIS HWY A UNIT I
40092000	351S302101014009	LOFTIN TOMBLIN PARTNERSHIP	642 LAKEWOOD RD	PENSACOLA, FL 32507	5559 N DAVIS HWY
43546000	481S307206000000	LOIS PANHANDLE LLC	C/O ASSESSMENT TECHNOLOGIES LTD, 40 NE LOOP 410 STE 607	SAN ANTONIO, TX 78216	527 E FONTAINE ST
40360000	351S305000002012	LONG KRISTAL MARCELL 1/3 INT	269 SAINT SABAS ST	PENSACOLA, FL 32503	269 ST SABAS ST
40390540	351S305000004019	LONGORIA RICHARD	1815 W DETROIT BLVD	PENSACOLA, FL 32514	207 ST EUSEBIA ST
40259000	351S305000070006	LOTHER DEREK &	720 FARMINGTON RD	PENSACOLA, FL 32504	273 ST PATRICK AVE
43409000	481S306101001049	LOWE WALTER E & GENEVA J	1383 RULE ST	PENSACOLA, FL 32534	536 E SELINA ST
43193130	481S303100000003	LUBEFAST REMOTE INC	1550 N BROWN RD STE 140	LAWRENCEVILLE, GA 30043	281 BRENT LN
40379000	351S305000002018	LUND THADDEUS T &	6087 SAINT ALBAN RD	PENSACOLA, FL 32503	6087 SAINT ALBAN RD
40271000	351S305000190006	LYMON MARYANN	286 AIRPORT BLVD	PENSACOLA, FL 32503	286 AIRPORT BLVD
40568000	351S307304000000	LYMONS WILLIE B	3819 N 11TH AVE	PENSACOLA, FL 32503	5800 BLK ST ELMO ST
43560000	481S307217000000	M & W PROPERTIES OF FLORIDA LLC	540 FONTAINE ST	PENSACOLA, FL 32503	530 FONTAINE ST
40113000	351S302101015012	M L R BUILDERS INC	5515 DUVAL ST	PENSACOLA, FL 32503	5515 DUVAL ST
40363000	351S305000005012	MADISON DIANA L	291 ST SABAS ST	PENSACOLA, FL 32503	291 ST SABAS ST
40446063	351S307001000012	MALDEN WILBERT & FANNIE	6130 LUTHER ST	PENSACOLA, FL 32503	6120 LUTHER ST
40326000	351S305000001010	MANCIAGLI STEVEN P & LISA A	5634 ST ADAMNAN AVE	PENSACOLA, FL 32503	5634 ST ADAMNAN AVE
40318500	351S305000009009	MANDERINO JAMES J &	59 HILL TERRACE DR	POTTSVILLE, PA 17901-9042	5626 ST ADELA AVE
40468850	351S307108000012	MANECKI TOMASZ	523 SHILOH DR	PENSACOLA, FL 32503	458 HANCOCK LN
43203000	481S303103000004	MANTHEI ROSALIND JOY	PO BOX 296	GULF BREEZE, FL 32562-0296	210 E AMBER ST B
43354000	481S306101001007	MARCHRIS LLC	501 BRENT LN	PENSACOLA, FL 32503	528 E CORDAY ST
40243000	351S305000006005	MARSHALL JERRY O & PATRICIA A	269 SAINT AUGUSTINE AVE	PENSACOLA, FL 32503	269 ST AUGUSTINE AVE
40468200	351S307108000003	MARTIN DAVEY FLETCHER &	470 HANCOCK LN	PENSACOLA, FL 32503	470 HANCOCK LN
40570000	351S307304000002	MATTHEISS PEGGY	5805 SAINT ELMO ST	PENSACOLA, FL 32503	5805 ST ELMO ST
40175200	351S304105000004	MAVER MARY L	204 WAVELAND ST	PENSACOLA, FL 32503	204 WAVELAND ST
40070000	351S302101004006	MCARTHUR JAMES D & ELEANOR M	5611 SHELL RD	PENSACOLA, FL 32503	5611 SHELL RD
40055000	351S302101015004	MCCART SHANTEL &	5611 CACTUS ST	PENSACOLA, FL 32503	5611 CACTUS ST A
40273000	351S305000210006	MCCLURE ALLEN D & MARIAN R	516 PINBROOK CIR	CANTONMENT, FL 32533	290 AIRPORT BLVD
40059000	351S302101003005	MCCLURE HOWARD C & PETRA T	211 RUBY AVE	PENSACOLA, FL 32505	5614 CACTUS ST
43411000	481S306101002050	MCCURDY MICHAEL	528 E SELINA ST	PENSACOLA, FL 32503	528 E SELINA ST
40208500	351S305000090001	MCDONALD DOROTHY JANET	5816 ST BENEDICT AVE	PENSACOLA, FL 32503	5816 ST BENEDICT AVE
40336000	351S305000011010	MCDONALD JAMES P	5619 ST AMATUS AVE	PENSACOLA, FL 32503	5619 ST AMATUS RD
40455100	351S307103000001	MCDONALD WILLIE MAE C	407 HANCOCK LN	PENSACOLA, FL 32503	407 HANCOCK LN
43234000	481S303129000000	MCDONALDS CORP	ONE MCDONALDS PLAZA	OAK BROOK, IL 60523	407 BRENT LN
40263000	351S305000110006	MCELROY JOSEPH WAYNE	270 AIRPORT BLVD	PENSACOLA, FL 32503	270 AIRPORT BLVD
40244000	351S305000007005	MCENANEY MATTHEW M III	267 ST AUGUSTINE AVE	PENSACOLA, FL 32503	267 ST AUGUSTINE AVE
40269000	351S305000170006	MCKEAN THOMAS & ALIF ANN	280 AIRPORT BLVD	PENSACOLA, FL 32503	282 AIRPORT BLVD
40290000	351S305000016007	MCLAMB RAYMOND K & DEBORAH E	222 ST BARNABAS ST	PENSACOLA, FL 32503	222 ST BARNABAS ST
40359000	351S305000001012	MCLAUGHLIN NANCY L &	237 ST SABAS ST	PENSACOLA, FL 32503	237 ST SABAS ST
40544000	351S307210000000	MCMULLEN SAMUEL F &	9320 BELL RIDGE DR	PENSACOLA, FL 32526	418 AIRPORT BLVD
40142900	351S308101018001	MCPHERSON DOROTHEA	PO BOX 17401	PENSACOLA, FL 32522-7401	5521 TAMARACK ST
40101900	351S302101007011	MECO PROPERTIES INC	2172 W 9 1/2 MILE RD # 119	PENSACOLA, FL 32534	5521 SHELL RD A
40239000	351S305000002005	MEISTER CHARLES L & JEANNETTE M	4766 HICKORY SHORES BLVD	GULF BREEZE, FL 32563	277 ST AUGUSTINE AVE
40377570	351S305000007015	MENDEZ JOSEPH R	227 ST EUSEBIA ST	PENSACOLA, FL 32503	227 ST EUSEBIA ST
40377520	351S305000007014	MENEZES SAM A & BONITA J	5520 ST TIMOTHY ST	PENSACOLA, FL 32503	5520 ST TIMOTHY ST
42981100	471S301101007012	MERRILL DICKERSON INVESTMENTS 40% INT	1901 SEVILLE DR	PENSACOLA, FL 32503	62 MARSHALL LN END
43527100	481S307101000004	MICHLES MARCUS J II	501 BRENT LN	PENSACOLA, FL 32503	512 PHYLLIS ST
43536500	481S307108000002	MICHLES PROPERTIES LLC	501 BRENT LN	PENSACOLA, FL 32503	5230 N DAVIS HWY
40583140	351S307500000027	MIDDLETON OSCAR JR & THELMA	6210 LUTHER ST	PENSACOLA, FL 32503	6210 LUTHER ST
40249000	351S305000012005	MILLER SAMUEL TRUST	25 W CEDAR ST TE 440	PENSACOLA, FL 32502	276 ST PATRICK AVE
40137000	351S308101008001	MITCHELL RANDY P & MICKIE B	5516 TAMARACK ST	PENSACOLA, FL 32503	5516 TAMARACK ST
40367500	351S305000010012	MORAIN BARNEY J & DONNA J	262 SAINT EUSEBIA ST	PENSACOLA, FL 32503	262 ST EUSEBIA ST
40446057	351S307001000006	MORRELL CARL	6135 LUTHER ST	PENSACOLA, FL 32503	6135 LUTHER ST
40377575	351S305000008015	MOYE DAN K & DOROTHY J	231 ST EUSEBIA ST	PENSACOLA, FL 32503	231 ST EUSEBIA ST
40298000	351S305000004008	MULLELNIX SAMUEL P & JOYCE A	5629 ST ADELA AVE	PENSACOLA, FL 32503	5629 ST ADELA ST
40204500	351S305000050001	MULVANEY BRENDAN S	6218A OLD TELEGRAPH RD	ALEXANDRIA, VA 22310	5808 ST BENEDICT AVE
40389000	351S305000012018	MURRAY HEATHER LEE	6065 ST ALBAN ST	PENSACOLA, FL 32503	6065 ST ALBAN ST

EXHIBIT "A"
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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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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

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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

OWNER	SITEADDR	CITY	STATE	ZIP	Within 2500
Resident	100 BLK DODGE DR	PENSACOLA	FL	32503	NO
Resident	100 BLK DODGE RD	PENSACOLA	FL	32503	NO
Resident	100 BLUEBIRD DR	PENSACOLA	FL	32503	NO
Resident	100 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	101 BLUEBIRD DR	PENSACOLA	FL	32503	NO
Resident	101 CZAR LN	PENSACOLA	FL	32503	NO
Resident	101 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	101 SOUTHERN ST	PENSACOLA	FL	32503	NO
Resident	102 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	102 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	102 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	102 SOUTHERN ST	PENSACOLA	FL	32503	NO
Resident	103 BLUEBIRD DR	PENSACOLA	FL	32503	NO
Resident	103 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	103 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	103 SOUTHERN ST	PENSACOLA	FL	32503	NO
Resident	104 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	104 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	104 SOUTHERN ST	PENSACOLA	FL	32503	NO
Resident	10S GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	105 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	10S SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	10S SOUTHERN DR	PENSACOLA	FL	32503	NO
Resident	106 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	106 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	107 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	107 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	107 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	107 SOUTHERN DR	PENSACOLA	FL	32503	NO
Resident	108 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	109 BLUEBIRD DR	PENSACOLA	FL	32503	NO
Resident	109 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	109 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	109 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	109 SOUTHERN ST	PENSACOLA	FL	32503	NO
Resident	110 BAIRD ST	PENSACOLA	FL	32503	NO
Resident	110 BLUEBIRD DR	PENSACOLA	FL	32503	NO
Resident	110 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	110 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	110 SOUTHERN ST	PENSACOLA	FL	32503	NO
Resident	111 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	111 SOUTHERN ST	PENSACOLA	FL	32503	NO
Resident	112 DODGE RD	PENSACOLA	FL	32503	NO
Resident	112 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	112 SAVANNAH ST	PENSACOLA	FL	32503	NO
Resident	112 SOUTHERN ST	PENSACOLA	FL	32503	NO

Resident	113 GETTYSBURG DR	PENSACOLA	FL	32503 NO
Resident	113 SAVANNAH ST	PENSACOLA	FL	32503 NO
Resident	113 SOUTHERN ST	PENSACOLA	FL	32503 NO
Resident	114 CZAR LN	PENSACOLA	FL	32503 NO
Resident	114 GETTYSBURG DR	PENSACOLA	FL	32503 NO
Resident	114 SAVANNAH ST	PENSACOLA	FL	32503 NO
Resident	114 SOUTHERN ST	PENSACOLA	FL	32503 NO
Resident	115 DODGE DR	PENSACOLA	FL	32503 NO
Resident	115 GETTYSBURG DR	PENSACOLA	FL	32503 NO
Resident	115 MONARCH LN	PENSACOLA	FL	32503 NO
Resident	115 SAVANNAH DR	PENSACOLA	FL	32503 NO
Resident	116 GETTYSBURG DR	PENSACOLA	FL	32503 NO
Resident	116 SAVANNAH ST	PENSACOLA	FL	32503 NO
Resident	117 GETTYSBURG DR	PENSACOLA	FL	32503 NO
Resident	118 CZAR LN	PENSACOLA	FL	32503 NO
Resident	119 DODGE DR	PENSACOLA	FL	32503 NO
Resident	119 MONARCH LN	PENSACOLA	FL	32503 NO
Resident	119 SAVANNAH ST	PENSACOLA	FL	32503 NO
Resident	120 CZAR LN	PENSACOLA	FL	32503 NO
Resident	120 DODGE DR	PENSACOLA	FL	32503 NO
Resident	122 MONARCH LN	PENSACOLA	FL	32503 NO
Resident	122 ROYAL LN	PENSACOLA	FL	32503 NO
Resident	123 DODGE DR	PENSACOLA	FL	32503 NO
Resident	123 MONARCH RD	PENSACOLA	FL	32503 NO
Resident	124 DODGE RD	PENSACOLA	FL	32503 NO
Resident	124 ROYAL LN	PENSACOLA	FL	32503 NO
Resident	125 DODGE DR	PENSACOLA	FL	32503 NO
Resident	126 ROYAL LN	PENSACOLA	FL	32503 NO
Resident	128 ROYAL LN	PENSACOLA	FL	32503 NO
Resident	130 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	132 ROYAL LN	PENSACOLA	FL	32503 NO
Resident	139 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	150 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	151 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	163 E BURGESS RD	PENSACOLA	FL	32503 NO
Resident	164 E BURGESS RD	PENSACOLA	FL	32503 NO
Resident	165 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	170 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	19 COLEMAN RD	PENSACOLA	FL	32503 No
Resident	192 HEWITT ST	PENSACOLA	FL	32503 no
Resident	200 BLK BURGESS RD	PENSACOLA	FL	32503 NO
Resident	200 E HEWITT ST	PENSACOLA	FL	32503 No
Resident	201 GETTYSBURG DR	PENSACOLA	FL	32503 NO
Resident	201 SOUTHERN ST	PENSACOLA	FL	32503 NO
Resident	202 E HEWITT ST	PENSACOLA	FL	32503 No
Resident	202 SOUTHERN DR	PENSACOLA	FL	32503 NO
Resident	203 GETTYSBURG DR	PENSACOLA	FL	32503 NO

Resident	204 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	204 E HEWITT ST	PENSACOLA	FL	32503 No
Resident	204 GETTYSBURG DR	PENSACOLA	FL	32503 NO
Resident	204 ROYAL LN	PENSACOLA	FL	32503 NO
Resident	204 SOUTHERN DR	PENSACOLA	FL	32503 NO
Resident	206 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	207 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	208 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	209 BAIRD ST	PENSACOLA	FL	32503 NO
Resident	209 E HEWITT ST	PENSACOLA	FL	32503 No
Resident	21 COLEMAN RD	PENSACOLA	FL	32503 No
Resident	215 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	216 HEWITT ST	PENSACOLA	FL	32503 No
Resident	218 HEWITT ST	PENSACOLA	FL	32503 No
Resident	225 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	23 COLEMAN RD	PENSACOLA	FL	32503 No
Resident	235 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	235 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	237 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	245 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	25 COLEMAN RD	PENSACOLA	FL	32503 No
Resident	252 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	255 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	259 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	262 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	265 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	267 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	272 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	273 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	275 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	285 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	295 BORDEAUX ST	PENSACOLA	FL	32503 NO
Resident	295 E BURGESS RD	PENSACOLA	FL	32503 NO
Resident	300 RHODA ST	PENSACOLA	FL	32503 NO
Resident	300 ROYCE ST A & B	PENSACOLA	FL	32503 no
Resident	301 HEWITT ST	PENSACOLA	FL	32503 no
Resident	305 SHILOH DR	PENSACOLA	FL	32503 NO
Resident	306 HEWITT ST	PENSACOLA	FL	32503 no
Resident	308 HEWITT ST	PENSACOLA	FL	32503 no
Resident	309 HEWITT ST	PENSACOLA	FL	32503 no
Resident	309 SHILOH DR	PENSACOLA	FL	32503 NO
Resident	31 COLEMAN RD	PENSACOLA	FL	32503 no
Resident	310 E HEWITT ST	PENSACOLA	FL	32503 no
Resident	310 OAKFIELD RD	PENSACOLA	FL	32503 NO
Resident	311 BURGESS RD	PENSACOLA	FL	32503 NO
Resident	311 RHODA ST	PENSACOLA	FL	32503 NO
Resident	311 SHILOH DR	PENSACOLA	FL	32503 NO

Resident	312 ROYCE ST	PENSACOLA	FL	32503	no
Resident	313 DITMAR ST	PENSACOLA	FL	32503	no
Resident	313 RHODA ST	PENSACOLA	FL	32503	NO
Resident	315 HEWITT ST	PENSACOLA	FL	32503	no
Resident	315 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	320 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	320 RHODA ST	PENSACOLA	FL	32503	NO
Resident	324 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	325 DITMAR ST	PENSACOLA	FL	32503	no
Resident	328 OAKFIELD RD	PEN5ACOLA	FL	32503	NO
Resident	330 OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	330 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	334 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	344 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	350 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	351 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	354 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	361 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	364 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	371 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	374 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	381 E BURGESS RD	PENSACOLA	FL	32503	NO
Resident	381 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	381 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	383 E BURGESS RD	PENSACOLA	FL	32503	NO
Resident	383 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	385 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	386 GETTYSBURG DR	PENSACOLA	FL	32503	NO
Resident	389 ROYCE ST	PENSACOLA	FL	32503	no
Resident	391 ROYCE ST	PENSACOLA	FL	32503	no
Resident	393 ROYCE ST	PENSACOLA	FL	32503	no
Resident	396 ROYCE ST	PENSACOLA	FL	32503	no
Resident	398 ROYCE ST	PENSACOLA	FL	32503	no
Resident	400 BLK SHILOH DR	PENSACOLA	FL	32503	NO
Resident	400 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	400 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	400 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	400 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	401 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	402 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	403 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	403 ROYCE ST	PENSACOLA	FL	32503	no
Resident	404 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	405 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	405 ROYCE ST	PENSACOLA	FL	32503	no
Resident	406 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	406 LADYBIRD LN	PENSACOLA	FL	32503	no

Resident	406 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	407 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	407 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	408 DITMAR ST	PENSACOLA	FL	32503	no
Resident	408 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	408 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	409 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	41 COLEMAN RD	PENSACOLA	FL	32503	no
Resident	410 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	410 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	411 RHODA ST	PENSACOLA	FL	32503	NO
Resident	412 LADYBIRD LN	PENSACOLA	FL	32503	no
Resident	413 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	414 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	415 RHODA ST	PENSACOLA	FL	32503	NO
Resident	416 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	416 RHODA ST	PENSACOLA	FL	32503	NO
Resident	419 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	420 RHODA ST	PENSACOLA	FL	32503	NO
Resident	420 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	422 RHODA ST	PENSACOLA	FL	32503	NO
Resident	424 RHODA ST	PENSACOLA	FL	32503	NO
Resident	426 RHODA ST	PENSACOLA	FL	32503	NO
Resident	426 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	427 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	431 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	433 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	433 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	435 E OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	436 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	438 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	439 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	440 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	441 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	444 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	445 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	446 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	447 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	45 COLEMAN RD	PENSACOLA	FL	32503	no
Resident	451 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	455 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	457 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	458 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	460 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	461 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	462 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	463 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO

Resident	464 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	464 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	466 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	468 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	469 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	47 COLEMAN RD	PENSACOLA	FL	32503	NO
Resident	473 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	475 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	479 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	480 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	481 SHARPSBURG LOOP	PENSACOLA	FL	32503	NO
Resident	485 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	49 COLEMAN RD	PENSACOLA	FL	32503	no
Resident	500 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	511 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	512 ROYCE ST	PENSACOLA	FL	32503	no
Resident	516 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	517 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	518 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	520 ROYCE ST	PENSACOLA	FL	32503	no
Resident	522 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	523 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	525 ROYCE ST	PENSACOLA	FL	32503	no
Resident	529 E FONTAINE ST	PENSACOLA	FL	32503	no
Resident	529 ROYCE ST	PENSACOLA	FL	32503	no
Resident	529 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	532 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	533 ROYCE ST 1/2	PENSACOLA	FL	32503	no
Resident	534 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	535 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	536 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	538 ROYCE ST	PENSACOLA	FL	32503	no
Resident	539 E FONTAINE ST	PENSACOLA	FL	32503	no
Resident	540 ROYCE ST	PENSACOLA	FL	32503	no
Resident	540 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	541 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	546 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	547 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	548 E ROYCE ST	PENSACOLA	FL	32503	no
Resident	550 ROYCE ST	PENSACOLA	FL	32503	no
Resident	552 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	553 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	558 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	559 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	564 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	570 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	576 SHILOH DR	PENSACOLA	FL	32503	NO

Resident	581 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	582 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	588 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	5900 BLK BORN DR	PENSACOLA	FL	32503	NO
Resident	5900 BLK COUNT RD	PENSACOLA	FL	32503	NO
Resident	5900 BLK DUCHESS RD	PENSACOLA	FL	32503	NO
Resident	5900 BLK SARAH DR	PENSACOLA	FL	32503	NO
Resident	5900 DUCHESS RD	PENSACOLA	FL	32503	NO
Resident	5902 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5904 DUCHESS RD	PENSACOLA	FL	32503	NO
Resident	5904 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5905 DUCHESS RD	PENSACOLA	FL	32503	NO
Resident	5906 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5908 DUCHESS RD	PENSACOLA	FL	32503	NO
Resident	5908 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5910 DUCHESS RD	PENSACOLA	FL	32503	NO
Resident	5910 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5911 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5912 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5914 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5915 COUNT RD	PENSACOLA	FL	32503	NO
Resident	5915 DUCHESS RD	PENSACOLA	FL	32503	NO
Resident	5916 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5917 COUNT RD	PENSACOLA	FL	32503	NO
Resident	5918 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5919 PRINCE RD	PENSACOLA	FL	32503	NO
Resident	5920 COUNT RD	PENSACOLA	FL	32503	NO
Resident	5920 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5921 COUNT RD	PENSACOLA	FL	32503	NO
Resident	5921 PRINCE RD	PENSACOLA	FL	32503	NO
Resident	5921 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5922 COUNT RD	PENSACOLA	FL	32503	NO
Resident	5922 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5923 PRINCE RD	PENSACOLA	FL	32503	NO
Resident	5924 COUNT RD	PENSACOLA	FL	32503	NO
Resident	5924 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5925 PRINCE RD	PENSACOLA	FL	32503	NO
Resident	5925 SARAH DR	PENSACOLA	FL	32503	NO
Resident	5927 PRINCE RD	PENSACOLA	FL	32503	NO
Resident	5930 COUNT RD	PENSACOLA	FL	32503	NO
Resident	594 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	5975 BORN DR	PENSACOLA	FL	32503	NO
Resident	5976 BORN DR	PENSACOLA	FL	32503	NO
Resident	5977 BORN DR	PENSACOLA	FL	32503	NO
Resident	5978 BORN DR	PENSACOLA	FL	32503	NO
Resident	5979 BORN DR	PENSACOLA	FL	32503	NO
Resident	5980 BORN DR	PENSACOLA	FL	32503	NO

Resident	5982 BORN RD	PENSACOLA	FL	32503	NO
Resident	5983 BORN DR	PENSACOLA	FL	32503	NO
Resident	600 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6000 BLK BORN CT	PENSACOLA	FL	32503	NO
Resident	6000 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6001 BORN CT	PENSACOLA	FL	32503	NO
Resident	6001 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6002 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6003 BORN DR	PENSACOLA	FL	32503	NO
Resident	6004 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6005 BORN DR	PENSACOLA	FL	32503	NO
Resident	6007 BORN CT	PENSACOLA	FL	32503	NO
Resident	6009 BORN CT	PENSACOLA	FL	32503	NO
Resident	601 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6011 BORN CT	PENSACOLA	FL	32503	NO
Resident	6013 BORN CT	PENSACOLA	FL	32503	NO
Resident	6015 BORN CT	PENSACOLA	FL	32503	NO
Resident	6055 BORN CT	PENSACOLA	FL	32503	NO
Resident	606 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	607 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6100 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6101 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6102 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6102 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6103 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6104 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6105 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6105 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6107 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6107 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6109 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6110 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6110 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6111 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6115 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6115 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6117 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6119 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	612 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6120 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6121 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6123 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6124 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6125 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6125 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6127 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6129 CONFEDERATE DR	PENSACOLA	FL	32503	NO

Resident	6130 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6135 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6140 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6145 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6150 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6155 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6160 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6165 LUTHER ST	PENSACOLA	FL	32503	no
Resident	618 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	619 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6200 BLK FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6200 BLK FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6200 BLK FERGUSON ST	PENSACOLA	FL	32503	NO
Resident	6200 BLK MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6200 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6200 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6201 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6201 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6201 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6202 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6202 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6202 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6203 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6203 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6203 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6204 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6204 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6204 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6204 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6205 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6205 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6205 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6206 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6206 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6206 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6207 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6207 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6207 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6208 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6208 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6209 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6209 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6209 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6210 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6210 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6211 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6211 SARAH DR	PENSACOLA	FL	32503	NO

Resident	6212 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6212 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6213 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6213 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6213 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6214 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6214 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6214 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6215 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6215 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6215 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6215 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6216 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6217 SARAH DR	PENSACOLA	FL	32503	NO
Resident	6217 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6218 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6218 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6219 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6220 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6220 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6220 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6220 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6221 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6222 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6224 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6224 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6225 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6225 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6226 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6226 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6227 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6228 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6229 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6230 LUTHER ST	PENSACOLA	FL	32503	NO
Resident	6230 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6231 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6231 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6232 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6233 VICKSBURG DR	PENSACOLA	FL	32503	NO
Resident	6234 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6234 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6235 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6235 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6237 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	624 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6240 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6241 LUTHER ST	PENSACOLA	FL	32503	no

Resident	6242 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6244 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6244 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6245 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6247 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	625 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6250 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6251 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6252 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6252 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6253 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6254 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6255 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6255 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6257 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6257 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6259 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6260 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6260 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6261 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6261 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6263 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6264 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6265 LUTHER ST	PENSACOLA	FL	32503	no
Resident	6266 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6267 FERGUSON DR C	PENSACOLA	FL	32503	NO
Resident	6268 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6268 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6269 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6269 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6270 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6270 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6270 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6271 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6272 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6273 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6273 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6273 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6273 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6274 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6275 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6275 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6276 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6276 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6276 FERGUSON DR 1/2	PENSACOLA	FL	32503	NO
Resident	6277 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6277 FERGUSON DR	PENSACOLA	FL	32503	NO

Resident	6278 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6280 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6280 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6281 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6281 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6282 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6283 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6284 CONFEDERATE DR	PENSACOLA	FL	32503	NO
Resident	6286 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6288 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6290 FERGUSON CT	PENSACOLA	FL	32503	NO
Resident	6291 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6293 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	6298 APPOMATTOX DR	PENSACOLA	FL	32503	NO
Resident	630 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6300 ANTIETAM DR	PENSACOLA	FL	32503	No
Resident	6300 BLK MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6300 BLK ANTIETAM	PENSACOLA	FL	32503	NO
Resident	6300 BLK MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6300 MOCKINGBIRD LN OFF	PENSACOLA	FL	32503	NO
Resident	6301 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6302 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6303 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6303 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6304 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6305 HOYT ST	PENSACOLA	FL	32503	NO
Resident	6305 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6305 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6306 ANTIETAM DR	PENSACOLA	FL	32503	No
Resident	6306 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6307 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6308 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6309 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	631 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6310 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6310 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6311 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6312 ANTIETAM DR	PENSACOLA	FL	32503	No
Resident	6312 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6312 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6313 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6314 N MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6314 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6315 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6315 HOYT ST	PENSACOLA	FL	32503	NO
Resident	6315 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
Resident	6315 WHITE OAK DR	PENSACOLA	FL	32503	NO

Resident	6418 MONITOR CT	PENSACOLA	FL	32503	NO
Resident	642 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6421 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6424 MONITOR CT	PENSACOLA	FL	32503	NO
Resident	6430 MONITOR CT	PENSACOLA	FL	32503	NO
Resident	6436 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6441 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6442 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6448 MERRIMAC CT	PENSACOLA	FL	32503	NO
Resident	6454 MERRIMAC CT	PENSACOLA	FL	32503	NO
Resident	6460 MERRIMAC CT	PENSACOLA	FL	32503	NO
Resident	6461 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6466 MERRIMAC CT	PENSACOLA	FL	32503	NO
Resident	6472 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6478 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	648 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6481 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6484 BULL RUN CT	PENSACOLA	FL	32503	NO
Resident	649 SHILOH DR	PENSACOLA	FL	32503	NO
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Resident	6496 BULL RUN CT	PENSACOLA	FL	32503	NO
Resident	6498 BULL RUN CT	PENSACOLA	FL	32503	NO
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Resident	6518 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6521 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6522 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6523 WHITE OAK DR	PENSACOLA	FL	32503	NO
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Resident	6533 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6534 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6536 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6537 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	654 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6541 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6561 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6571 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6581 ANTIETAM DR	PENSACOLA	FL	32503	NO
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Resident	6600 WHITE OAK DR	PENSACOLA	FL	32503	NO
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Resident	668 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	6700 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6702 WHITE OAK DR	PENSACOLA	FL	32503	NO

Resident	6316 MOCKINGBIRD LN	PENSACOLA	FL	32503	No
Resident	6316 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6317 HOYT ST	PENSACOLA	FL	32503	NO
Resident	6317 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6318 ANTIETAM DR	PENSACOLA	FL	32503	No
Resident	6318 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6319 HOYT ST	PENSACOLA	FL	32503	NO
Resident	6324 ANTIETAM DR	PENSACOLA	FL	32503	NO
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Resident	6325 HOYT ST	PENSACOLA	FL	32503	NO
Resident	6326 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6328 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6330 ANTIETAM DR	PENSACOLA	FL	32503	NO
Resident	6330 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6331 FERGUSON DR	PENSACOLA	FL	32503	NO
Resident	6332 FERGUSON DR	PENSACOLA	FL	32503	NO
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Resident	6345 ANTIETAM DR	PENSACOLA	FL	32503	NO
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Resident	6355 MOCKINGBIRD LN	PENSACOLA	FL	32503	NO
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Resident	6995 WOODLEY DR	PENSACOLA	FL	32503	NO
Resident	6996 FORSHALEE ST	PENSACOLA	FL	32503	NO
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Resident	7009 KELVIN TER	PENSACOLA	FL	32503	NO
Resident	7010 OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	7011 WOODLEY DR	PENSACOLA	FL	32503	NO
Resident	7015 WOODLEY DR	PENSACOLA	FL	32503	NO
Resident	7018 FORSHALEE ST	PENSACOLA	FL	32503	NO
Resident	7018 KELVIN TER	PENSACOLA	FL	32503	NO
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Resident	7060 E OAKFIELD RD	PENSACOLA	FL	32503	NO
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Resident	7085 KELVIN TER	PENSACOLA	FL	32503	NO

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Resident	6930 OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	6930 WOODLEY DR	PENSACOLA	FL	32503	NO
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Resident	6950 RHODA ST	PENSACOLA	FL	32503	NO
Resident	6950 WOODLEY DR	PENSACOLA	FL	32503	NO
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Resident	6960 OAKFIELD RD	PENSACOLA	FL	32503	NO
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Resident	6990 OAKFIELD RD	PENSACOLA	FL	32503	NO
Resident	6990 WOODLEY DR	PENSACOLA	FL	32503	NO
Resident	6993 FORSHALEE ST	PENSACOLA	FL	32503	NO
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Resident	6704 WHITE OAK DR	PENSACOLA	FL	32503	NO
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Resident	674 SHILOH DR	PENSACOLA	FL	32503	NO
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Resident	6812 WHITE OAK DR	PENSACOLA	FL	32503	NO
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Resident	6814 WHITE OAK DR	PENSACOLA	FL	32503	NO
Resident	6815 OAKFIELD RD	PENSACOLA	FL	32503	NO
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Resident	6901 WOODLEY DR	PENSACOLA	FL	32503	NO
Resident	6903 CABRAL ST	PENSACOLA	FL	32503	NO
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Resident	6910 RHODA ST	PENSACOLA	FL	32503	NO
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Resident	6913 CABRAL ST	PENSACOLA	FL	32503	NO
Resident	6914 KELVIN TER	PENSACOLA	FL	32503	NO
Resident	6915 WOODLEY DR	PENSACOLA	FL	32503	NO
Resident	6917 KELVIN TER	PENSACOLA	FL	32503	NO
Resident	6920 CABRAL ST	PENSACOLA	FL	32503	NO
Resident	6920 WOODLEY DR	PENSACOLA	FL	32503	NO
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Resident	6924 KELVIN TER	PENSACOLA	FL	32503	NO
Resident	6925 WOODLEY DR	PENSACOLA	FL	32503	NO
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Resident	709 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	7091 KELVIN TER	PENSACOLA	FL	32503	NO
Resident	7094 KELVIN TER	PENSACOLA	FL	32503	NO
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Resident	721 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	722 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	727 SHILOH DR	PENSACOLA	FL	32503	NO
Resident	733 SHILOH DR	PENSACOLA	FL	32503	NO
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Resident	77 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	79 MONARCH LN	PENSACOLA	FL	32503	NO
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Resident	81 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	82 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	83 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	84 MONARCH LN	PENSACOLA	FL	32503	NO
Resident	85 MONARCH LN	PENSACOLA	FL	32503	NO
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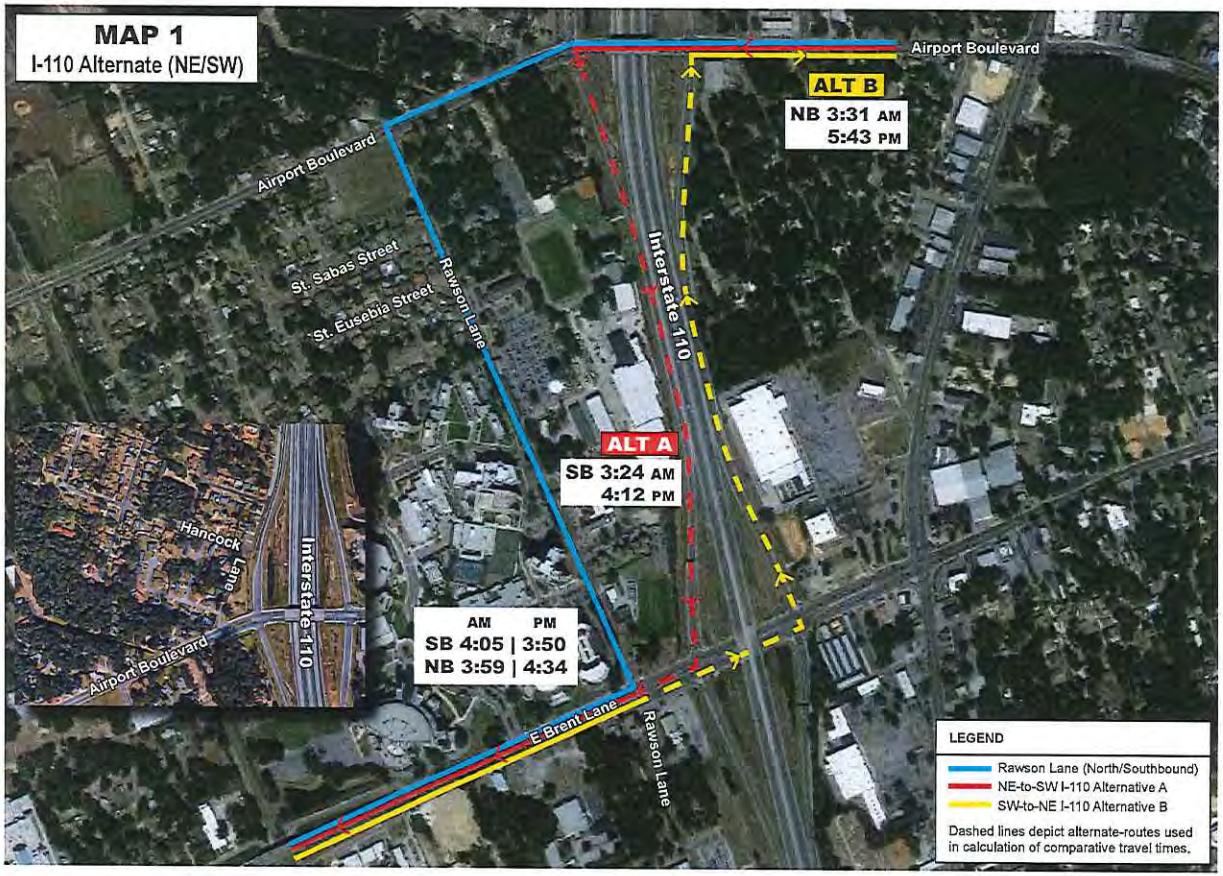
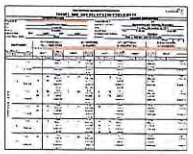
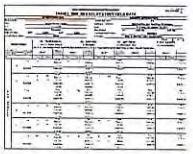
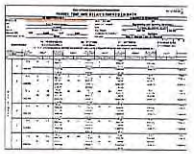


TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY

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.

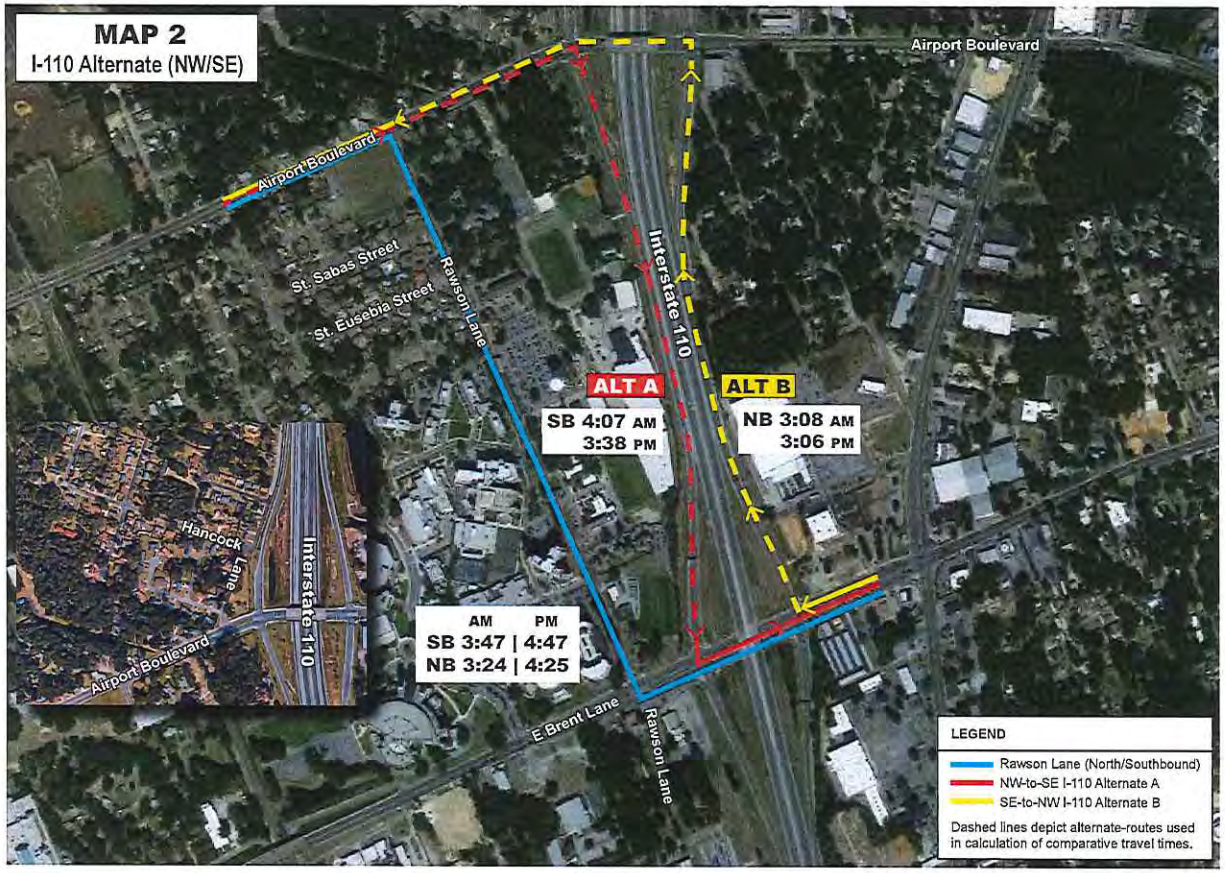
TRAVEL TIMES:

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.

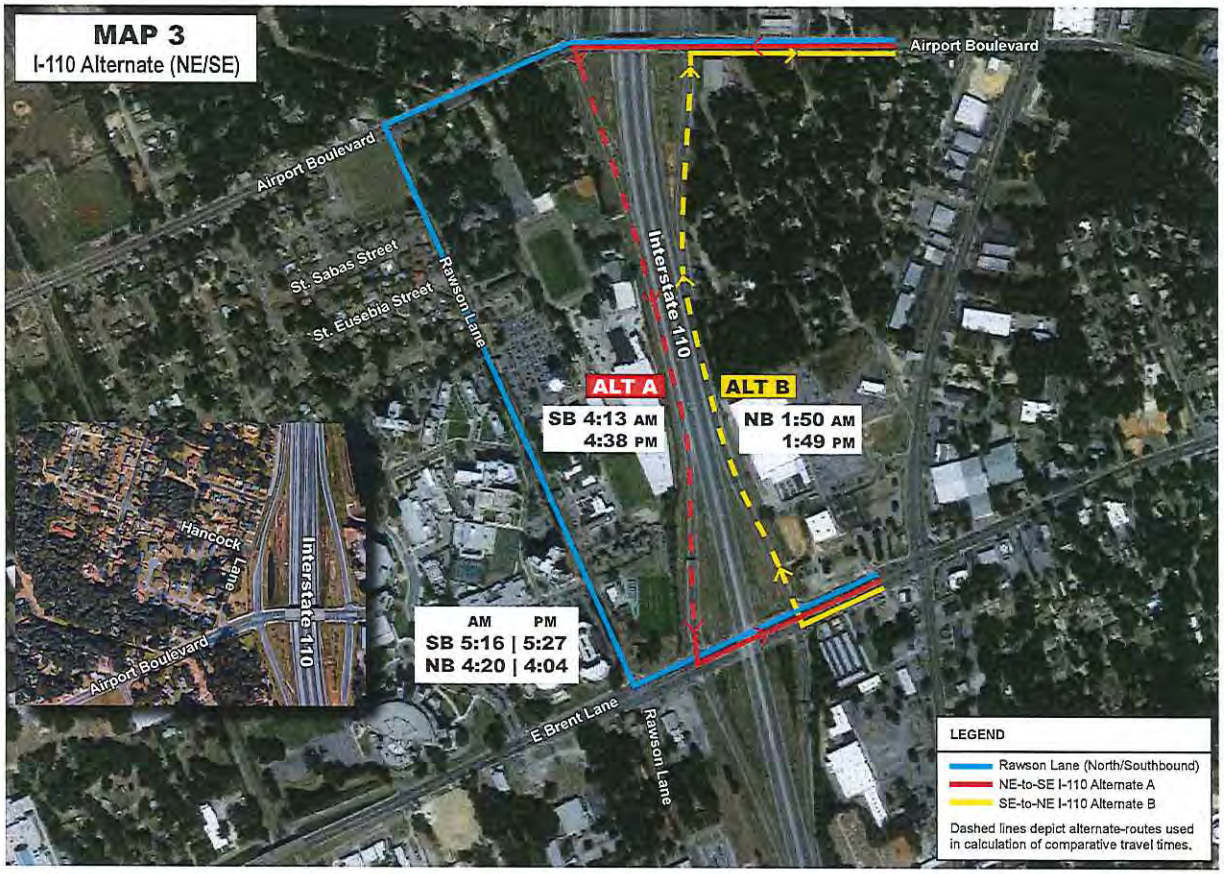
The higher travel time for Rawson Lane can be attributed to longer delays in making a left turn at the unsignalized intersection of Rawson Lane/Airport Boulevard (S.R. 750) or a left turn at the Rawson Lane/Brent Lane (S.R. 296) signalized intersection.

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

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 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:

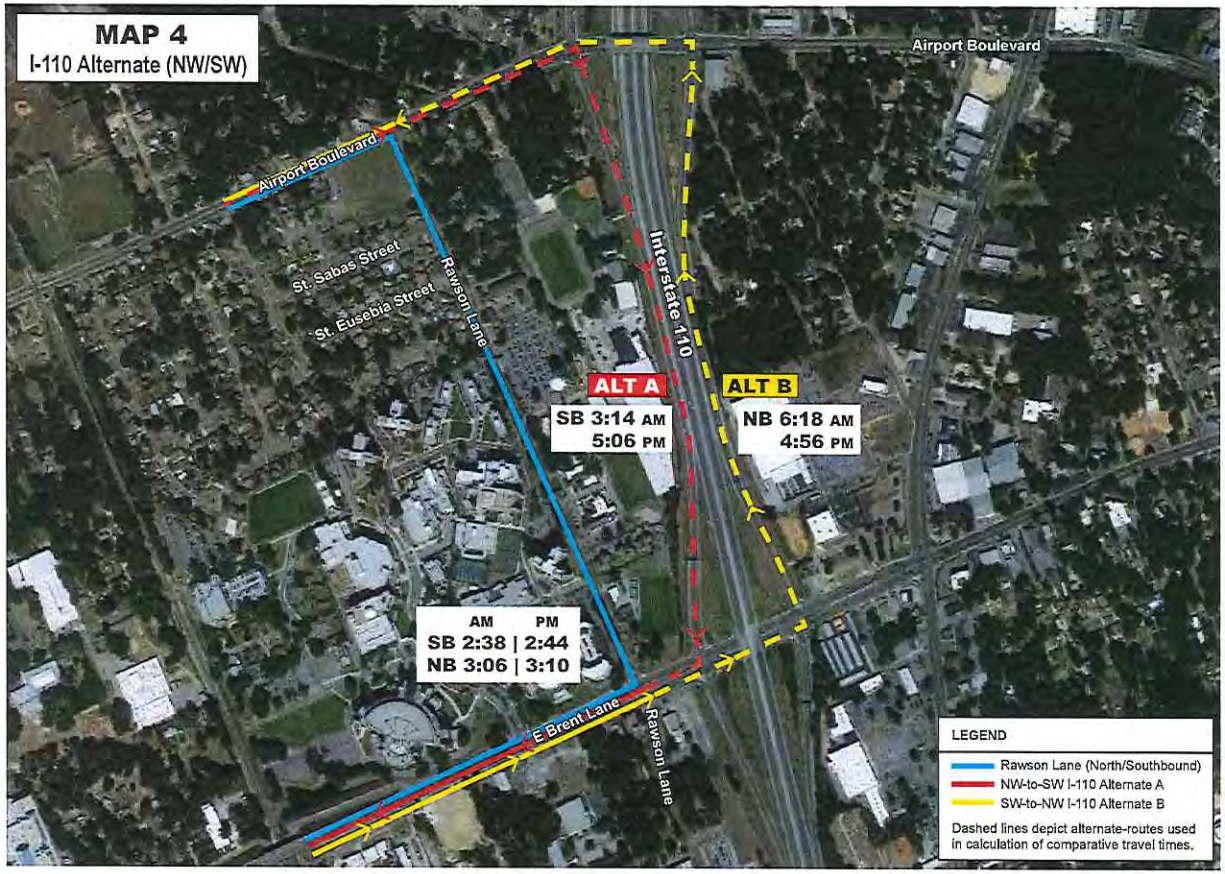
When reviewing the results of the northeast to southeast routes, Rawson Lane has a significantly higher travel time than the alternative, but it is also one of the least likely alternative routes to be taken.

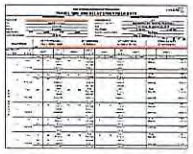
TRAVEL TIMES:

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

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 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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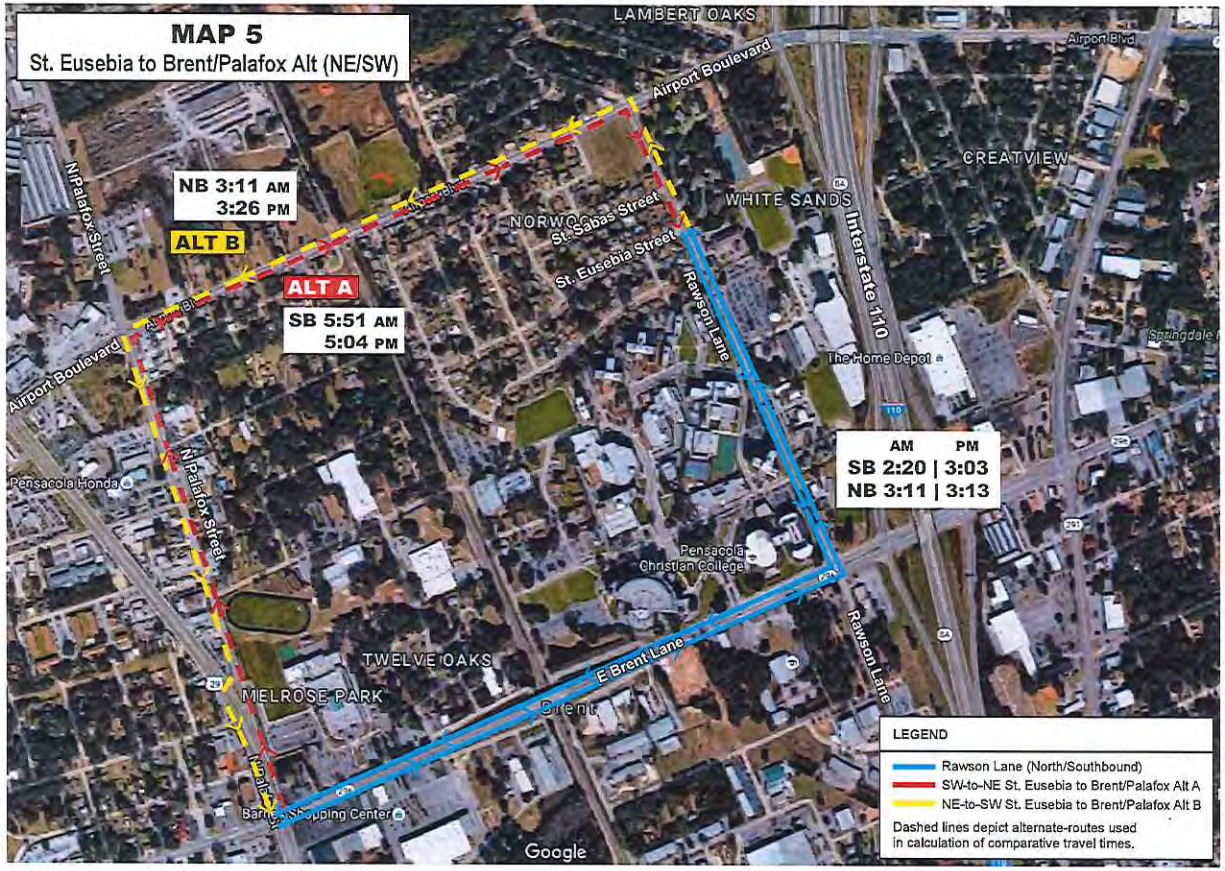

TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC

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

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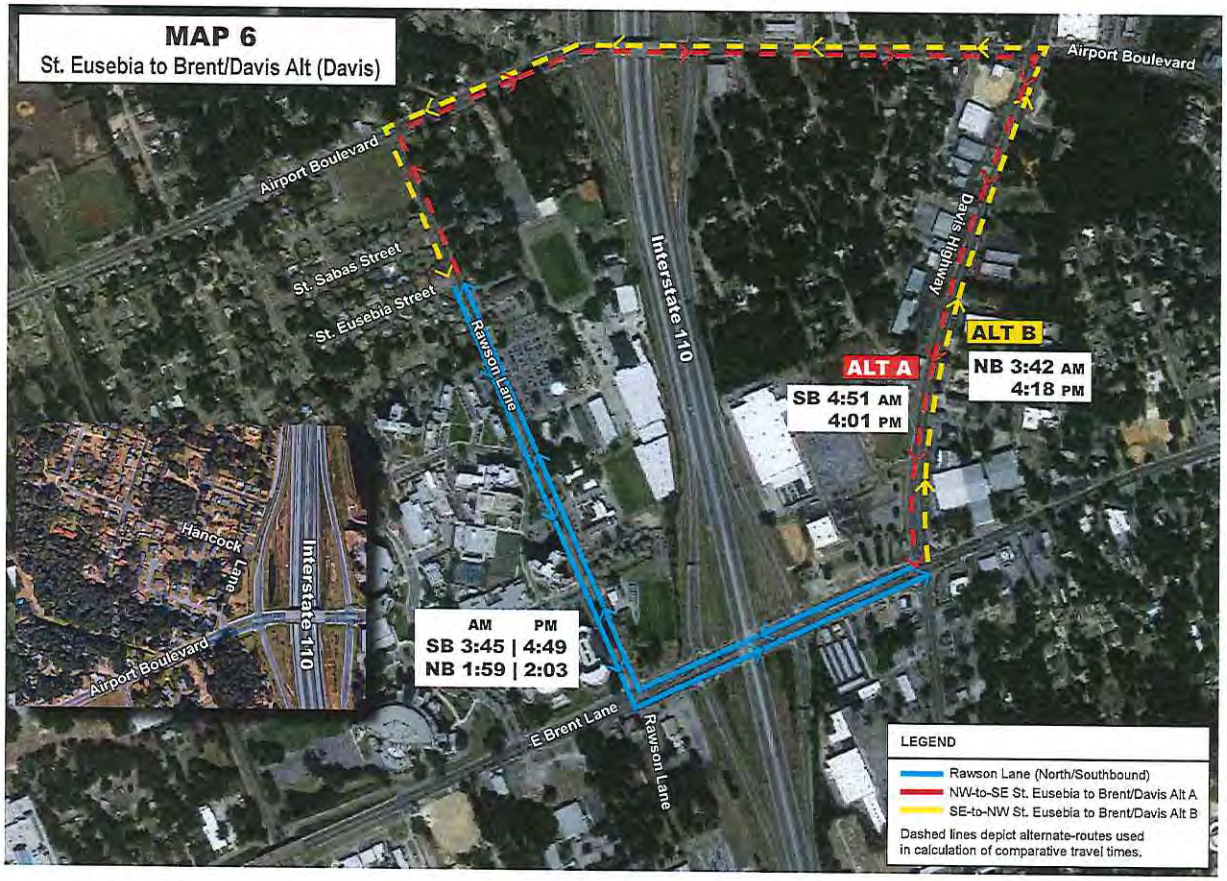

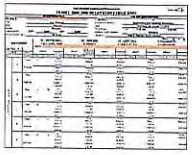
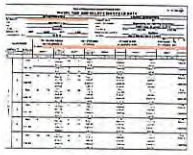

TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC

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

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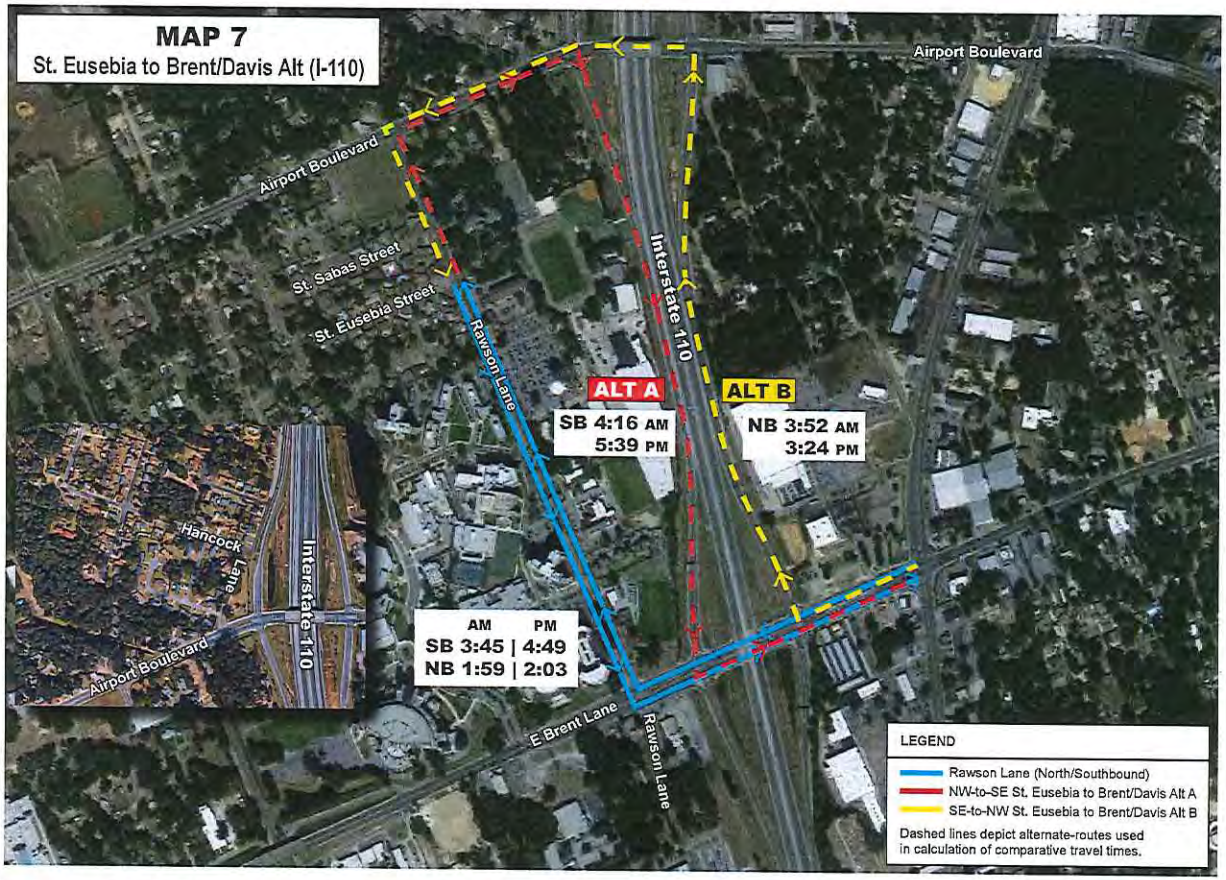

TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC

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

From:	Jason Walters
To:	Kara Johnson; Antonio A Reyes; Chris A. Curb; Mike D. Weaver; Andrew D. Holmer
Cc:	Joy D Blackmon; Colby S. Brown; James E. Duncan; Joy Jones; Wesley J Moreno; Danny R. Swain; Stacey S. Ward
Subject:	RE: Request to Vacate a Portion of Rawson Lane
Date:	Wednesday, April 20, 2016 12:47:42 PM

Kara

Traffic offers the following response:

Since the construction of I-110, traffic from the subdivisions (Oakfield Acres/Azalea Park) north of Airport Boulevard that may have historically used Rawson Lane to utilize the signal at Brent Lane will still have access to a signal controlled intersection on Brent Lane, but will have to traverse the southbound I-110 service road (ramp) from Airport Boulevard to Brent Lane. Traffic traversing from the Norwood Subdivision (just north of the PCC campus / south of Airport) would be able to utilize the same route adding approx ½ mile to the route to a signalized intersection on Brent Lane.

If the vacation is approved by the BCC, a cul-de-sac or turnaround of some sort will likely be required at/near the "new" terminus of the County's right-of-way on Rawson Lane (TBD).

Jason

Jason Walters
Engineering Specialist
Transportation and Traffic Operations
3363 West Park Place
Pensacola, FL 32501
Phone: 850.595.3422
Fax: 850.595.3481

From: Kara Johnson
Sent: Thursday, April 14, 2016 5:13 PM
To: Antonio A Reyes; Chris A. Curb; Jason Walters; Mike D. Weaver; Andrew D. Holmer
Cc: Joy D Blackmon; Colby S. Brown; James E. Duncan; Joy Jones; Wesley J Moreno; Danny R. Swain; Stacey S. Ward
Subject: Request to Vacate a Portion of Rawson Lane

Geed evening –

I have received a request to vacate a portion of Rawson Lane as shown in the attached map. Please review and respond with any concerns that you may have.

From: Mike D. Weaver
To: Kara Johnson
Subject: RE: Request to Vacate a Portion of Rawson Lane
Date: Wednesday, April 20, 2016 2:21:03 PM

Kara,

As stated with the previous request, Public Safety does have concerns with the limitations to access by granting this request. The addition of the new I-110 diamond interchange does assist in some concerns. If this vacation is granted then the emergency access gates as previously agreed upor by the requester must be included.

From: Kara Johnson
Sent: Wednesday, April 20, 2016 6:11 AM
To: Antonio A Reyes; Chris A. Curb; Mike D. Weaver; Jason Walters
Cc: Stacey S. Ward
Subject: Request to Vacate a Portion of Rawson Lane

Good morning –

I have received a request to vacate a portion of Rawson Lane as shown in the attached map. Please review and respond with any concerns that you may have.

Thank you,

Kara Johnson
Real Estate Acquisition Technician

3363 W. Park Place
Pensacola, Florida 32505
Office: (850) 595-1882
Fax: (850) 595-3444
Email: kjohnson@co.escambia.fl.us

From: Mike D. Weaver
Sent: Wednesday, June 30, 2010 3:54 PM
To: Robert Boschen; Larry W. Goodwin; James L. Sanders
Subject: RE: Vacation of Rawson Lane

Larry,

I did review the plan today with Ken Horne who is the Civil Engineer hired by PCC. I let him know that no matter what roadway is closed, it will always have potential cause a delay in emergency personnel arriving. I gave him the following comments:

1. The areas effected Norwood Subdivision and their property would primarily receive an ambulance or fire truck from our "W" street locations. Generally these responders would access these areas from Airport Boulevard. However they will cross a CSX railway that is quite active and unscheduled. Anyone who has waited on this train will tell you it can be a lengthy delay.

2. There are other routes which can have uninterrupted travel such as using the I110 diamond interchange.

3. The proposed gate at Rawson and Brent Lane would cause minimal delay as long as a dependable "siren- activated" device is used.

With all that said there could be as much as a 5-7 minute delay to these areas. Let me know if you need anything else.

-----Original Message-----
From: Robert Boschen
Sent: Wednesday, June 30, 2010 11:36 AM
To: Mike D. Weaver
Subject: FW: Vacation of Rawson Lane

-----Original Message-----
From: Larry W. Goodwin
Sent: Wednesday, June 30, 2010 10:25 AM
To: Frank H. Edwards
Cc: James L. Sanders; Robert Boschen
Subject: Vacation of Rawson Lane

Gentleman,

The Board has scheduled a public hearing for the July 8, 2010 meeting to consider a request by Pensacola Christian College (PCC) to vacate Rawson Lane from Airport Blvd. to Brent Lane. They have indicated that they have addressed the issue of emergency access. There intent is to put gates at each end of Rawson to control access.

I am attaching a map showing Rawson Lane.

Would you please review and let me know if anyone has had communication with a

PCC representative and your thoughts about the proposed vacation.

Thanks for your help.

Larry Goodwin
Real Estate Acquisition Supervisor
Public Works Bureau

	A	B	E	F	G
1	**Name**	**Address**	**Do you support or oppose closing Rawson Lane at Brent Lane to the public?**	**If Rawson Lane at Brent Lane were closed to the public, it would:**	**Additional Comments/Why?**
2	Thomas Leemon	109 Kenmore Rd Pensacola, FL 32503	Neutral	Have no impact on me	I do wonder about how this will effect the other neighborhoods who aren't sure PCC.I understand both reasonings.
3			Neutral	Have no impact on me	
4	Lynn Morris	113 Seamarge Circle, Pensacola, FL 32507	Neutral	Increase my time to and from my home	On really busy days, or an accident brings things to a halt, it affords drivers the opportunity to cut up to Airport Blvd., or down to Brent Lane. It saves A LOT of time!!'
5	Test	Test	Neutral	on	
6	Amanda Taft	1921 East Leonard Street	Neutral	Have no impact on me	
7	Jen Wells	250 Brent Lane PCC Box 2589	Neutral	increase travel time when running errands	
8	Jennifer Hemminger	4028 Leesbury Dr Pensacola	Neutral	Have no impact on me	
9			Neutral	Increase my travel time to and from work	
10	Joseph Eric Englert	271 St. Patrick Ave.	Neutral	It would extend the ride home from a few businesses, but only by a couple of minutes.	If all homes off Rawson Lane feeders belong to the college or those residents don't object, I have no problem with closing it.
11	Chunta Wu	6203 Sarah Drive	Oppose	Increase my travel time to and from work	The road belongs to the public and all the tax payers. The interest of the citizens and its users should be the priority, not Pensacola Christian College.
12	Sean Bullington	2276 Cricket Ridge	Oppose	Increase my travel time to and from work	Public road. Easy access to Brent from Airport. When trains stop and block Airport traffic, Rawson is the best alternative to get past. PCC should have to pay top dollars if they want a public road to become private and kick out the public.

	A	B	E	F	G
13	Crystal Kendrick	6331 mockingbird lane milton fl	Oppose	Increase my travel time to and from work	Increase my travel time to work.
14	deLana Josey	5601 North W Street	Oppose	Increase my time to and from my home	Just say NO TO PCC...JUST NO !! Rawson lane is public property, PCC owns enough unless they want to pay for an overpass to go over the railroad tracks on Airport. EMS has to have a way to get through in case of an emergency !!
15	Hannah McArthur	1825 Bakalane Avenue	Oppose	Increase my travel time to and from work	
16	Marshall Brinson	9048 Brunson Rd	Oppose	I use Airport to Rawson to cut over to Brent. It losers	Because I use Rawson to cut through to Brent and avoid some of the traffic on Brent.
17	David Clark	2325 Greenwell Ct.	Oppose	Cut off an alternate route if Airport Blvd is backed up or blocked.	The road and adjoining neighborhoods were here BEFORE PCC existed. Why should a road be closed for private use by PCC. The road is for use by all the citizens of the county. It is not something to be given to a private interest. The road is useful as a detour if Airport Blvd. is backed up due to a train at the Airport Blvd crossing or rush hour traffic.
18	Glen Fullerton	6361 Beauclair Dr	Oppose	Increase my travel time to and from work	All the other ways have a lot of lights... especially Davis & Brent. This area is already high traffic and long lights. Closing Rawson would at more traffic to this already congested area I go use Rawson often because it's the quickest way. With Airport trains and Brent & Davis lights things get backed up quick
19	Maria McDonald	6581 Oakcliff rd	Oppose	increase my travel time to and from home to grandkids house, which I drop off, almost daily.	I use that road to cross from Brent Ln to my daughter's house at White oak dr
20			Oppose	on	

	A	B	E	F	G
21			Oppose	on	PCC is a private entity, that has already purchased acres of land to build upon. The road is a public through way that was built either before PCC started building, or after they had purchased their land and had the property lines delineated.
22	Lawrence Swartz	1195 Commonwealth rd	Oppose	Increase my time to and from my home	Without this road the traffic on I-110 on ramp between Airport and Brent Lane would be needlessly increased. I and my family use this road daily to get my children from my home to Brentwood elementary. There is no civic advantage to turning the road over to a private entity.
23	Jackie Albesa	6192 suntan circle	Oppose	on	It'll be more inconvenient for us traveling across then convenient for PCC and their expansion
24	Kenneth Kirk	7101 Joy St I-6	Oppose	Increase my travel time to and from work	There so called option to use to I-110 ramps is not convienent, it is more time consuming. It is my best travel option to work.
25	Elizabeth Green	4611 Lennox place	Oppose	Increase my travel time to and from work	Public road
26	Rebeka L Craig	129 santa rosa rd	Oppose	Have no impact on me	if they close part of Rawson Lane it would make some people homeless and it would make it more difficult for safety vehicles to get to the homes on the other end.
27	Anna Buggs	3649 buford drive	Oppose	on	
28	Susan Littlefield	356 Bunker Hill Dr	Oppose	Increase my time to and from my home	
29	Tammi Weaver	6530 NPalafox Street	Oppose	Increase my time to and from my home	Due to trains blocking the tracks on many area roads, Rawson Lane is an alternative route around for many people.
30	Francis Munoz	250 brent ln	Oppose	Increase my time to and from my home	
31	Jennifer Lux	250 Brent Ln	Oppose	It's the only way around the train, that's a major inconvenience for everyone.	PCC wants to grow, but there are better ways to do it than taking from the community.
32	john wood	25161 Twin Shore Drive	Oppose	cause problems for emergency services when a train blocks Rawson Lane	We own the house at 277 Airport. When a train blocks airport, it is a long drive to get to Rawson Lane

	A	B	E	F	G
33	Annie	Hayes	Oppose	I travel tht way sometimes leving work and it will make commute longer	Public street,as a taxpayer no one group should be able to control public property its like slavery they donot own me
34	Summer miller	250 Brent lane	Oppose	on	You have to move people out of their homes that they rightfully live in. As college students we are grown and can walk across the street to get to the other side for a new dorm etc
35	Morgan Sanders	250 Brent Ln	Oppose	Increase my travel time to and from work	PCC students, not being actual members of the community, should not have a say in the closing of Rawson Lane. This is up to the Pensacola Community.
36			Oppose	Increase my travel time to and from work	
37	Amber	205 A Waveland St	Oppose	Increase my time to and from my home	
38	Barbara W. Franklin	5625 Saint Adamnan Street	Oppose	Increase my time to and from my home	It will increase the time of first responders to reach my home.
39	Robyn Tuck	Cantonment Fl	Oppose	Create further traffic congestion on nearby roadways	It is widely used by the community
40	Nancy		Oppose	Increase my time to and from my home	That road allows people to avoid railroad stoppings.
41	Brooke	4559 tradewinds dr	Oppose	Impact non-PCC residents in the area.	If PCC wants to expand, they can BUY property like any other business in town. They should not get special privileges over the citizens who live here. Because we should not give a public road to a private business. There are residents that this will impact in a negative manner.
42	Karen		Oppose	Increase my travel time to and from work	
43	Billy kirn	850 Brent lane	Oppose	Increase my time to and from my home	PCC has enough property and does not need to gain more.

	A	B	E	F	G
44	Armando Sarasua	1140 E Burgess Rd	Oppose	Increase my time to and from my home	please consider that is the only connection between brent and airport from davis to palafox. the elementary school and university present the public with a huge barrier extending from palafox to rawson. i use it often. especially if there is a train at airport
45	Sandra McKerlie	7701 Stiller Lake Rd	Oppose	Have no impact on me	property on Rawson before the school, or any other business, have clear prescedence to keep the street open for their use. The school and the residents should be able to use what is cearly a public roadway.
46	Sandra Spencer	12292 Ailanthus Drive	Oppose	Have no impact on me	You should be aware that PCC friends, students, teachers, alumni have been encouraged to take this survey regardless if it affects them. Because the people that live in these surrounding neighborhoods do not want their road closed and I support them.
47	Sharyn Berg	282 Airport Blvd	Oppose	Increase my travel time to and from work	It would also cause larger backups on Airport Blvd. The train often blocks Airport Blvd. Rawson offers a way to avoid the train
48	Nathan schmied	327 long branch trail	Oppose	Increase travel time	
49	Ellen Fortinberry	17119 Perdido Key Dr #D-21	Oppose	Have no impact on me	
50	John Whiteaker	7036 Boo Lane	Oppose	Increase my travel time to and from work	If the train is Blocking airport it is the only way around!!!!
51	Katie Stoup	250 Brent LN	Oppose	Increase my travel time to and from work	

	A	B	E	F	G
52	Scott Brake	3171 Bernath Dr	Oppose	Increase traffic	Rawson Lane is essential for travel, especially at busy times, and ESPECIALLY when the train has issues and Airport road has to be closed. Traffic
53	Timothy dorsey	1933 dunlap st	Oppose	on	No impact today. It would have 3 yrs ago when I lived in ensley. Maybe I'll move back one day? It's a public road needed to by pass 29 or davis.... county shouldn't be giving roads / any asset away
54			Oppose	Increase my time to and from my home	Reduces EMT time
55	Scott Brake	3171 Bernath Dr	Oppose	Increase traffic	Rawson Lane is essential for travel, especially at busy times, and ESPECIALLY when the train has issues and Airport road has to be closed. Traffic
56	Susan	1944 Crown Pointe Blvd	Oppose	Increase my travel time to and from work	The road, for safety sake should remain open and public. It's the only Public, safe, road between airport and Brent lane. Often trains block airport rd.
57	John Privitera	6213 Montgomery Ave	Oppose	on	Build an overpass at the RR tracks on Airport and I wouldnt be opposed to the closing of Rawson Lane. RR crossing on Airport lacks an overpass. When trains move thru that area they are creeping and the road is closed often in excess of 10 minutes at a time.
58			Oppose	on	People need to get places.
59	Gary Montee	550 Northcreek Circle	Oppose	on	Road is a necessity to emergency vehicles, I am retired from Sheriffs office, I used the road several times a day.
60	Sonja Trotter	300 Jamison St	Oppose	Increase my travel time to and from work	PCC, illegally built, has already closed of Fuhrman. PCC has taken enough. It's a city road and the needs of the city supersede the convenience of a private adult education institution.
61	Megan Elbaioumy	6985 Woodley dr Pensacola fl 32503	Oppose	Increase my time to and from my home	Please do NOT allow pcc to take rawson. I use the road daily and it would have an impact on my daily driving.

	A	B	E	F	G
62	Isoke DuPont	3816 north s Street	Oppose	Increase my time to and from my home	
63	Pamela cook	6401 pensacola blvd	Oppose	Increase my travel time to and from work	The train is a huge problem. The school also has 2/3 entrance exits already that back traffic up. Also can we be affording to give things away?? No to closing
64	Kenneth Sargent	4541 Tradewinds Drive	Oppose	Increase my time to and from my home	Public roads should remain public. There is no reason to give Rawson Lane away to a private entity. If anything make them pay the fair value of the right of way and the affected property.
65	Cynthia Baber	6331 Cotton st pensacola fl 32526	Oppose	Increase my time to and from my home	
66	Eric Ericson	3 Pamlico Circle	Oppose	I rarely use Rawson, but I still use it. Public thoroughfares shouldn't be closed if they are actively being used. Especially since it is being done to placate one entity over the inconvenience of everybody else.	I only support road closures where the ROW isn't being used.
67			Oppose	Increase my time to and from my home	
68	Alesha Clark	928 S. Madison Drive, 32505	Oppose	Increase my travel time to and from work	Travel time... I use Rawson in my commute to and from work on Davis highway.
69	Frances Hinely	31 Wilkes Dr	Oppose	Increase my time to and from my home	
70	Mickey Price	6424 Monitor Court	Oppose	I cut through this road almost everyday.	If you give this road to PCC make sure they pay for it. This property will be worth millions of dollars. They will close the road and build on top of it. Just say no. Impact my travel in the community
71	briuan	6179 RINGGOLD CIR	Oppose	Safety for the citizen that live in the community	Keep the road open, safety concerns and we all know this is just a PCC land grab Sorry you lost that precinct in the election

	A	B	E	F	G
72	Summer Williams	2835 Bayview Way	Oppose	Increase my time to and from my home	
73	Bryan Chaffin	765 Forgotten Creek Ln	Oppose	Impact several people I know, and limit my options when traveling to and from friends' houses.	Roads that provide alternatives, detours to regular drivers and faster access to emergency services should never be limited.
74	Michelle R. Van Dusen	5850 Adelyn Road	Oppose	Escambia County OWNS Rawson Lane, not PCC.	PCC is a cult and as such the average Pensacolian DOES NOT SUPPORT anything to do with PCC. (signed A Devout Catholic) There is problems trying to cross airport blvd when the trains block airport blvd. I-110 isnt alwayz an option.
75	Thomas Strode	6128 Walton St. 32503	Oppose	Increase my travel time to and from work	
76	sue byrd	12220 ailanthus ct	Oppose	Increase my time to and from my home	School officals have a "GOD" complex. taxpayers built the road. School is a non-profit company.
77	James Jordan	3000 English Oak Circle	Oppose	on	It would eliminate bypassing the rail crossing on Airport Blvd. when a long train is blocking traffic.
78	Mary Ann Moseley	2320 Caddy Shack Lane	Oppose	Increase my time to and from my home	Why can't PCC build crosswalks over Rawson Lane like the one they already have? That would insure the safety of students crossing the street. Because it keeps people from having to use Brent Lane and Bayou Blvd. to get across town. That area is a nightmare.
79	Jill McIlwain	322 Bryant Rd.	Oppose	on	
80	Diane Carter	3485 Marcus Pointe Blvd	Oppose	Increase my time to and from my home	This was a county owned road long before the college was built and benefits all Escambia county residents, not just college students and employees. My husband use this road on a daily basis, and done so for the past 30 years.

	A	B	E	F	G
81	Susan Rainwater	23 Cary memorial dr	Oppose	This could be life or death for someone trying to get to someone if a road is closed or a train	If an emergency and train one of the only cut thru's
82	Deborah Moore	401 Port Royal Way	Oppose	on	I use the road from time to time and have friends who live in neighborhoods that would be affected by its closure. The county should make the decision in the best interest of its citizens not a private institution.
83	Desa Lindsey	4817 State ST	Oppose	Increase my travel time to and from my doctors on that side of town and also to and from businesses such as Cordova Mall.	I also use Rawson Lane to avoid heavy traffic or accidents on Brent Lane by cutting over to Airport. It's a very useful little street, and Pensacola Christian College should not be allowed to take it over. I use the street quite regularly, especially when a train is blocking traffic on Airport.
84	Mike Patterson	2058 Downing Drive	Oppose	Increase my time to and from my home	Greatly inconvenience my personal travel and create an UNSAFE situation when Airport Boulevard is blocked by a train. Frequently use as a necessary north/south access
85	Charles Harden	2036 Horton Drive	Oppose	Empower PCC to take over more land.	Government supporting a church by donating the road to them. This contradicts separation of church and state.
86	Herman Allday	3746 Gerhardt Drive	Oppose	Deny me the use of Rawson lane from Brent to Airport which I travel frequently.	They own a large complex and pay no taxes. If they agree to put the College property on the tax rolls let them have the street, otherwise leave it as it is now.
87	Gayle Kinsley	2428 Cavalla Loop	Oppose	Increase my time to and from my home	Would hinder safety during train crossings and high traffic times on Airport
88	Nathan Rutland	6233 Chablis Lane	Oppose	Have no impact on me	I hope PCC paid the full bill for this survey.PCC has tax-free status. They can afford to add additional floors to their current megastructure or find alternate housing somewhere else.

	A	B	E	F	G
89	ALAN NEUBAUER JR.	3110 FLINTLOCK DRIVE	Oppose	DECREASE OPTIONS WHEN TRAINS ARE BLOCKING ROADWAY. THE COUNTY SHOULD NOT BE BULLIED BY THE WORD "SAFETY"!	I HAVE LIVED IN ESCAMBIA COUNTY LONGER THAT PCC HAS BEEN HERE, THEIR POOR SELECTION FOR BUILDING THEIR CAMPUS SHOULD NOT CAUSE ANY UNDO HARDSHIPS ON ANY ONE SINGLE TAXPAYING DRIVER! EASE OF MOVING THRU TOWN IF TRAIN IS BLOCKING AIRPORT BLVD. PCC SHOULD BUILD SEVERAL MORE OVERPASSES FOR PEDESTRAINS TO CROSS RAWSON LANE. DO NOT CLOSE THIS IMPORTANT ROADWAY
90	Truette	Stubbs	Oppose	Increase my time to and from my home	I find it unnecessary for them to seperate from us anymore than they already do. I use the road 4 to 5 times a month.
91	Ashley Barnes	234 Saint Cedd Ave	Oppose	Increase my time to and from my home	It would make it harder to get out of our neighborhood and make it very difficult to get in and out safely if there was an issue at the railroad tracks.
92	Ashley Barnes	234 Saint Cedd Ave	Oppose	Increase my time to and from my home	It would make it harder to get out of our neighborhood and make it very difficult to get in and out safely if there was an issue at the railroad tracks.
93	Zenova Hahn	10 Mason Lane	Oppose	Increase my time to and from my home	I use it several times a week
94	Fred Kennedy	8012 Martin Dr.	Oppose	Increase my time to and from my home	I am opposed to closing, selling, deeding or otherwise conveying ownership of this roadway and associated right-of-way to PCC at any cost. I use this road often.
95	kathi gordon	2598 yates ave, pensacola, fl 32503	Oppose	do some business over there - block my route	Causes re -routing of drive
96	Dan Jones		Oppose	increase all times	I use it all the time. It needs to stay open
97	Phillip Hoffman	249 Brent Lane	Oppose	Increase my time to and from my home	Closes my access

	A	B	E	F	G
98	Jerry Houston	2331 Risen Drive	Oppose	Increase my time to and from my home	Shame on PCC for trying to take our public road. They have built walk overs for the safety of students and faculty. Please do not approve. Rail road crises evacuation. Emergency services delay. Per inconvenience.
99	Lou ann houston	3325 s Hwy 97	Oppose	Emergency help and evacuation concerns	No. No. No. Shame on PCC for trying to take this public road. St Eusebia to Brent and MUST be left open. Think about the train ! Should get 4 votes no, as that how many homes we owe in Norwood
100	Cheryl Graham	3205 Marcus Pointe Blvd.	Oppose	Cause me to have to travel the access road adjacent to I-110 which I believe to be more dangerous.	PCC is a great asset to our city, but with the two pedestrian crosswalks, I see no need to close Rawson for student safety. First, there are two pedestrian cross walks so the students would not need to be crossing the road. Second, as a senior driver I am more comfortable using Rawson than using the road closer to I-110.
101	Mike Patterson	2058 Downing Drive	Oppose	Increase my time to and from my home	Greatly inconvenience my personal travel and create an UNSAFE situation when Airport Boulevard is blocked by a train. Frequently use as a necessary north/south access
102	trevor strode	6854 Aegean dr milton florida	Oppose	Increase my travel time to and from work	
103	mike burelle	8053 malibu cir	Oppose	Increase my travel time to and from work	
104	tamara burns	6854 Aegean dr milton florida	Oppose	Increase my travel time to and from work	
105	Michael Cash	207 Baird st	Oppose	Increase my time to and from my home	I utilize the pass through regularly in my commutes both to home and work. I also do not support PCC having a private access road that was paid for by taxpayers. I also utilize this road when biking to work to avoid busier roads such as 29 and Davis hwy.
106			Oppose	Increase my time to and from my home	

	A	B	E	F	G
107	Andreiy I	Kondrat'yev	Oppose	It the train or road on airport is closed - then we'll have only one route to use! And it happened rather often! What is convenient for PCC - is not convenient for people who are living in this community!	I just wonder why the Escambia County continue to push this issue? If something serious happened with someone within emergency - then who will be responsible? I plan to bring this issue to Florida governor, congress and Supreme court! We have rights too!It is a public street! Why a private college has to have it on its property! Other colleges as PSC don't have this privilege! It will be very inconvenient to use other routes especially in emergency and others!
108	Patty Burke	1317 Soundview Trail	Oppose	on	I use the street to pass from Brent Lane to Airport Blvd. The College should not be allowed to take a public street.
109	Mark Brown	6092 Saint Alban Rd Pensacola Fl 32504	Oppose	Increase my time to and from my home	Can you sell the use of a public road to a private company, when it hurts others lives. I use Rawson almost every day
110	Dennis Kell	5634 St Amatus Rd	Oppose	Increase my time to and from my home	It would increase the amount of time getting around. It would also remove an emergency exit from the neighborhood. This route is especially important when traffic on Airport is backed up due to a train and half of the drivers are doing u-turns.
111	Noah Frary	279 Airport Blvd.	Support	Have no impact on me	Closing Rawson Lane would allow Pensacola Christian College to grow and increase the amount of money that flows into the community. This would also help provide jobs and revenue for local companies.
112	Eric Fears	9401 Mobile Hwy	Support	Increase my travel time to and from work	The benefits exceed liabilities. This is for the safety and convenience of hundreds of college students.
113	Don Brewster	1401 Glenmore Dr	Support	Have no impact on me	It is a win, win for the county by losing a road that will cost millions to fix the water problems and allow PCC to expand and expand the jobs and income for the county.
114	Thomas Mahoney	2816 Frederick Street	Support	Have no impact on me	safety. excellent alternative in I-110 surface connector
115	Adam Schroder	7104 Jennifer Road	Support	Have no impact on me	
116	Jon huff	9667 quail hollow blvd	Support	Have no impact on me	
117			Support	on	Safety
118	Ryan Hall	1600 Governors Dr	Support	Have no impact on me	The college is growing and a new dorm would benefit the community and the college.
119	Kaylie Hall	1600 Governors Dr	Support	Have no impact on me	The school needs it to expand.

	A	B	E	F	G
120	Kaycee		Support	Have no impact on me	Let them have it. The road is horrible. Full of pot holes and floods all the time. Let them pay for it rather than have it come out of my tax dollars.
121	Ashley Black	724 Carondelay Drive	Support	Keep my husband and child safer while getting using the Rawson nursery.	I've personally almost been hit while walking and driving golf carts for work and schools duties crossing Rawson Lane. The public traffic hardly ever adheres to the speed limit especially when avoiding a train.
122	Jonathan Tarr	10889 Chippewa Way Pensacola FL 32534	Support	Decrease my travel time to and from work. It would also ensure the SAFETY of the students, faculty, and staff that travel that road everyday. Especially those who travel by foot or bicycle everyday.	To provide for the future growth of PCC and enable the opportunity for the growing infrastructure needs of this major employer in the Escambia County area.
123	Barbara Tupua	288 Saint Sabas Street	Support	Increase my time to and from my home	Safety of PCC students
124	Tom Regina	7640 Long Meadow Lane, 32506	Support	Have no impact on me	Never use the road
125	Carol McDonald	1545 Galvin Avenue	Support	Have no impact on me	This road is used mainly by the college and students. It will be safer for them.
126	Jonathan Randazzo	3900 Windsor Ave	Support	Have no impact on me	The community only benefits when that school grows and does better.
127	Charity Kerr	5400 Rawson Lane, Apt.113	Support	It would impact me, but the benefits far outweigh any inconvenience.	
128	Brent Phillips	5608 Eagless Landing	Support	Have no impact on me	Will allow PCC to continue ue to grow by building a residence hall East of Brent Lane
129	Jonathon Rhodes	1179 Wetherby Rd	Support	Have no impact on me	Because the next generation is the future, and we already have enough alternative routes between these two streets. Additionally, in response to others, closing to St Eusebia would have little impact as everything south of that street is PCC owned.
130	Esther Hallma	5431 Rawson Lane	Support	Have no impact on me	Allows community and Escambia commerce growth because more students mean more visitors (potential students, parents, friends) which means more money spent in Pensacola area.

	A	B	E	F	G
131	Esther Barnhart	9337 Plumiera Place Pensacola 32526	Support	Have no impact on me	It would give the college increased enrollment and valuable safety.
132	Anthony & Rebecca Lemons	P.O. Box 782	Support	Have no impact on me	PCC growing mean more money for Pensacola as the students buy around town. Means they hire more teacher that buy houses ect. It's better for everyone.
133	Caleb Gaertner	1113 Burnhill Circle	Support	Have no impact on me	Building a new dorm would be a multi million dollar investment in Pensacola. It would create jobs and also lower the city's expenses by spending millions of dollars to fix the road.
134	Chris Elmore	332 Deer Point Dr	Support	Have no impact on me	PCC can then build a new dorm, employing area residents.
135	Daniel Williams	5206 Rawson Lane	Support	I hate driving down airport, because there are so many lights That do not sync. Brent has those four lights back to back, but they sync. Airport spreads out the lights.	Backing out of my driveway is occasionally annoying. Because when the train is blocking airport,Cara are lined up down reason blocking me from backing out safely.
136	Tim	Parsons	Support	Have no impact on my commute (option one should have been worded this way)	The county neglects it, pcc needs it, and the public can get around it.
137	Jennie Foster	250 Brent Lane	Support	Have no impact on me	I am student enrolled at Pensacola Christian College, and I think that expanding the college will attract more to the area which will bring financial benefits to local businesses.
138	Samantha West	425 chadson street pensacola Fl 32503	Support	Have no impact on me	It will reduce traffic and protect the students in college
139	Megan	250 Brent Lane Pensacola Florida 32503	Support	Have no impact on me	It will be safer for students to cross the street.
140	Lindsey	250 Brent Lane	Support	Have no impact on me	For the expansion of PCC
141	Dienna	481 Brent Ln Pensacola Fl	Support	Have no impact on me	Safety
142	Adam Binkley	1878 E 9 mile Rd	Support	Would improve campus safety, and decrease my time to school	They own enough of the area, and would take better care of Rawson lane than the city has. Help the campus, there are several close roads that get me to the same place

	A	B	E	F	G
143	Joshua Ferrari	3300 rosemar road/P.O. Box 5099	Support	Have no impact on me	It would be fine to close it.
144	Megan Delaney	220 Brent Lane	Support		It would increase my safety.
145	Luke Feaster	193 E Washington St	Support	Not hurt the city at all	The city is minimally using the road and it is in need of repair.
146	Ashley Proctor	504 Yorkfield Dr. Shelby, NC 28150	Support	Have no impact on me	
147	Katherine Huskey	7840 Lilac Lane	Support	Have no impact on me	The primary traffic to use the road is mainly college related.
148	Solomon	7198 Wymart Rd	Support	Have no impact on me	Pensacola Christian college needs space to expand.
149	Andrew McDonald	1545 Galvin Ave	Support	Have no impact on me	I am a town student at PCC. I constantly use the roads around Pensacola and am aware of how closing the road would affect others concerning the train crossing, etc. However, the drainage is a major issue on that road and PCC would fix it.
150	Tyler Scott	6444 Jones Creek Road	Support	Have no impact on me	Because it would give the much needed space for the college to expand to its already established locations across the street like homes, chapels, etc.
151	Brianna	Moreno	Support	Have no impact on me	It would benefit my college by letting us build a new dorm to house more students
152	Elexis Elmaksoud	4268 bold meadows	Support	Have no impact on me	Pensacola christian college would be a safer environment with room to expand
153	Tanya Harrington	294 Saint Sabas Street	Support	Increase my time to and from my home	Less traffic on the road I live in;safer for my children to be outside
154	Savannah Patrick	100 St. John St. Apt. B Pensacola, FL 32503	Support	Have no impact on me	People could easily find an alternate route to work. Airport and Brent have many connecting points. Pensacola Christian College desperately needs that area for a new residence hall.
155	Chandler stanfield	250 Brent ln	Support	Have no impact on me	It would be beneficial in making Pensacola Christian college a safer campus.
156	Joann		Support	Have no impact on me	Because I know it would help the college very much.

	A	B	E	F	G
157	gaylen waters	5400 Rawson Lane, #133	Support	Have no impact on me	I do question the 6.2 hours PER DAY that I would have to drive if the road got closed. Don't you mean 6 minutes longer per trip? I hardly drive 6 hours in one week. The college owns the property on either side anyway and they can deal with the flooding headache instead of taking it out of our taxes.
158	Mary Ann Benson	5623 Saint Adela Ave.	Support	Have no impact on me	PCC owns the property; it will save the county money and the growth will continue to generate revenue; most of the opposition is based on wrong information or unwillingness to change.
159	Victoria Pine	1614 South Marshall Road	Support	Have no impact on me	PCC has been trying to expand there for years, and having lived there for 5 years, the vast majority of traffic using Rawson is college people, so the affect on general public transport would be minimal.
160	Jon Turner	5923 Saint Alban Road	Support	Have no impact on me	I believe the college already owns all property on both sides of that road...at least related to the portion that's being proposed for transfer to the college. PCC is likely in a better position to fix the long term issues with this road.
161	Zach Swearingen	250 Brent Ln.	Support	It would increase the quality of my life	To help the expansion of PCC
162	Donovan stanchio	3408 natherly dr	Support	Have no impact on me	
163	Jeremiah Smith	250 Brent Lane, PCC box 2403, Pensacola, FL 32503	Support	Increase the safety of my college, and fellow students.	Pensacola Christian College already owns over half of Rawson Lane, and the parts they do not own, residents would still have access to.
164	Lisa H	7322 Lanier Dr	Support	Have no impact on me	For the safety of PCC College students and so the road can be fixed.
165	Becka Peebles	9741 Highway 97	Support	Have no impact on me	The College owns property all around Rawson.
166	Benjamin Slutz	250 Brent Lane	Support	Increase safety of the PCC campus.	By having the road closed it increases my safety when I travel from one part of the campus to the other.
167	Latreece Fulton	250 Brent Lane Box 213	Support	Have no impact on me	
168	Anita Cason	448 41st street west, Palmetto, Fl	Support	on	
169	Teresa	250 Brent Lane Pensacola Florida	Support	Have no impact on me	Because my college is growing rapidly, they need to build a new dorm. If they can obtain Rawson Lane, they can make a safe way for the dorm occupants to get across to the campus for school.

	A	B	E	F	G
170	Rachel Futch	250 Brent Lane	Support	Have no impact on me	PCC could use it more than the county could.
171	Kimberly Lewis	1318 Mazurek Blvd Pensacola fl 32514	Support	It would be a slight inconvenience that I would adjust to as my parents live on St Eusebia st and my husband works on St John street.	To help the support the growth of PCC.
172	Tim Stewart	3086 Myrshine Dr	Support	Have no impact on me	Rawson is in serious need of repair. The county obviously has done nothing to fix the problem
173	Brooklyn H Mast	250 BRENT LN	Support	Have no impact on me	This would allow for a huge project by Pensacola Christian College to expand their campus, bringing more students, staff, and jobs to this area.
174	Aaron Orr	250 Brent Lane	Support	Have no impact on me	To have flood problems taken care of.
175	Tina Whipple	8800 Pine Forest Road Apt. 7105	Support		
176	Cody Adkins	250 Brent Lane	Support	Allow my college to expand, as is very needed.	Pensacola Christian College needs to have more room to expand.
177	Austin Givens	250 Brent Lane	Support	on	The college is good for Pensacola
178	Suzanna Blacutt	3689 Seneca Street	Support	It would benefit thousands of students and faculty at the college.	PCC has and is a great asset to the city of Pensacola. Why should the city then turn its back on the possibility of safety for the students and faculty of PCC. I went to college at PCC and can attest to the great benefit to the safety to the students this plan would be.
179	Alissa Uselmann		Support	Have no impact on me	Help the college grow to support more housing for their students.
180	Karl	250 Brent Lane	Support	Have no impact on me	The road is in poor conditions with little traffic. Closing the road would not only benefit the college, but also the community.
181	Adrian	4051 E olive Rd	Support	Have no impact on me	
182	Annelisa Winston	5500 Rawson Lane	Support	Increase my travel time to and from work	PCC is a growing college community, and the positive impact and influence of their students on the community is significant. Supporting PCC's growth is important for supporting the local economy and promoting a positive atmosphere in the town.

	A	B	E	F	G
183	Paul Mast	250 Brent Lane	Support	Have no impact on me	PCC is going to use this area to expand and create millions of dollars of revenue and jobs. The amount of money this college has generated for the city of Pensacola is incredible, and it would be unwise to not let them expand.
184	Diann Bowen	292 Saint Sabas Street	Support	Require me to reroute my morning/afternoon commute.	I will be using the Brent Lane/Airport connector. The college benefits this city and community and their students' safety is very important.
185	Ashley Hatch	150 Howell Circle, Greenville SC 29615	Support	Have no impact on me	I am a graduate from Pensacola Christian College and worked across the street. It is dangerous for anyone who wants to cross the street because drivers do not pay attention to people walking. They usually are going to fast to stop it is is needed.
186	Jennifer LeNoue	4956 Bell Ridge Ln	Support	It would be difficult to get to the Norwood neighborhood from Brent but it would be nice to have the road not flood anymore when it rains.	Safer to walk from main PCC campus to other parts; the road might be repaired so it doesn't flood every time it rains.
187	Gabriel Gallegos	3405 S. Winona Ct	Support		Because the street barely sees any traffic anyways. The college owns most of everything on the other side. The money gained from selling the street could be put to help build this city out of the ground
188	Nathan Kline	250 Brent Lane PCC Box 2195	Support	Be a beneficial thing	It would help PCC which helps the community.
189	Ben East	3401 Marcus Pointe Blvd	Support	Have no impact on me	Rawson is not being maintained well. Would save the county money. New service was just built.
190	Adam Yates	250 Brent lane	Support	Help with supporting students.	Rawson lane is nothing but PCC people anyway and we need it as we are increasing in students rapidly.
191	Tamara Reid	1975 Joshua Dr. 32533	Support	I use the road frequently to get to the east entrance of PCC. This can easily be altered by using the double diamond.	I understand the concern and opposition from the Norwood neighborhood, but they do have alternate routes available also. I support the growth of the college and feel the road needs closed off for safety on campus.
192	Lauren Terrell		Support	Have no impact on me	

	A	B	E	F	G
193	Trisha Piero	100 Saint John Street	Support	Have no impact on me	Since the college does not want to close the entire road, I do not see a reason why they should not be able to close the portion that they need so that their students can be safe. It would be good for the college to have it. Rawson Lane is no longer needed as a connector Street since the connector for I-10 was completed.
194	Mike	112 Saint John Street	Support	Have no impact on me	College will pay and fix the road
195	Danielle	Griffitts	Support	Have no impact on me	
196	Michael Little	250 Brent Lane	Support	Have no impact on me	It would make travel in the area safer for all.
197	Rachel Parish	5400 Rawson Lane, apt 333	Support	Reduce my time to and from work since less people would use it when the train is blocking airport	There is no reason the traffic can't flow from airport to Brent using the highway, that road is clear and so much better-especially in a storm. The road way flooding is really ridiculous, I can't leave at times since the road turns into a river due to poor drainage...PCC has agreed to fix that problem.
198	Mariah Russell	250 Brent Ln. Box #423 Pensacola, FL 32523	Support	Provide a safer driving route	Not only would it increase the PCC college campus, but it would also make driving on Rawson Ln safer, more effective, and provide jobs to workers in the community.
199	Sara Mutchler	10220 Sugar Creek Ter	Support	Have no impact on me	I use it occasionally, but it is not a must. All colleges need to expand and to do so you need to close streets.
200	Marcyne	Heitman	Support	Have no impact on me	
201	Joel	250 Brent Ln	Support	Decrease travel from residence to school and work	Increased safety for sudents
202	Angela Becker	6065 Saint Alban Road	Support	Increase my time to and from my home	Helps the college to grow and Rawson lane to be fixed
203	Mariana Aguilar Rodriguez	112 St. John Street	Support	Have no impact on me	
204	Katelyn Bishop		Support	Have no impact on me	

	A	B	E	F	G
205	Jason Weaver	250 Brent Lane	Support	Decrease my comute time	If the road is not closed it would at least need to be refinished in order to improve drainage.
206	Kaitlin Alfaro	250 Brent Lane	Support	Have no impact on me	
207	JT marchman	250 Brent ln	Support	Have no impact on me	Because PCC is a great institution and in need of expansion. They do a lot for the community and could do more if they had more resources
208	Jeremy Buschman	1471 chippendale rd	Support	Provide a safer location for future growth at PCC	I-110 access road was built to provide a better access chippendal between Airport & Brent
209	Jenn Johnson	250 Brent Lane	Support	Better the community by bringing in more college students.	It would help Pensacola Christian College to expand its influence in the community.
210			Support		
211	Emily Barbosa	260 Brent lane Pensacola, Fl	Support	Have no impact on me	
212	Faith Parker	250 Brent Lane Pensacola FL 32503	Support	Have no impact on me	It would be extremely helpful to close Rawson Lane so my school can build a new dorm. Because my school needs a new dorm
213	Evan J Dean	Box 2451	Support	Increase my travel time to and from work	The college would be pouring in thousands of dollars into the city to build the new residence hall.
214	John Heckel	7120 Jennifer Rd.	Support	Have no impact on me	County has refused to fix the drainage problem. It will help the college to grow which is good for the local economy.
215	Marlissa Capen	4514 Cannon Road	Support	Have no impact on me	
216	Miranda Parrish	21 Hopkins Rd	Support	Have no impact on me	Because I believe the road is unnecessary and will be better used by the college.
217	Eric Cowden	7111 N Blue Angel Pkwy Apt 8307	Support	Have no impact on me	PCC needs it more than neighbors. Neighbors can take other routes. Students need facilities on both sides.
218	Cam Boisclair		Support		It would allow more building which would help stimulate the local economy.
219	Julia Conley	710 Scenic Hwy	Support	Have no impact on me	It would help PCC grow and be able to fully support its students

	A	B	E	F	G
220	Justin Wilson	250 Brent Ln	Support	Greatly help the growing college	This college has a wonderful impact on the community, and an even bigger college would have an even bigger impact. This closure will allow the college to expand.
221	Tommy Campbell	250 Brent Lane Pensacola, Florida	Support	Have no impact on me	
222	Timothy Tharp	250 Brent lane Pensacola, FL 32503	Support	Have no impact on me	There is too much traffic through that area
223			Support	on	
224	Simon Haughey	PCC Box 2382, 250 Brent Lane	Support	Make it easier for me to cross the road	It would make safe crossing for thousands of pedestrians on a daily basis
225	Jason Young	215 St. Cedd Ave	Support	Have no impact on me	Increased revenue to the county and increased safety on the road for myself and other pedestrians that cross it daily.
226	Debbra Pope	5500 Rawson Lane	Support	Increase my travel time to and from work	Impact on traffic minor compared to the benefit of safety across campus.
227	Kevin Piero	100 St. John Street Apt. J	Support	Have no impact on me	It will provide for a safer campus for college students. The money required of the county to make the needed repairs could be spent on other projects and repairs
228	Jessica Orlaineta		Support	Have no impact on me	Because PCC needs it.
229			Support	Have no impact on me	
230	Lindsay Alligood	250 Brent Lane	Support	Have no impact on me	It is a really good thing for the college and will make the area safer for students.
231			Support	Have no impact on me	
232	Caleb Lane Caudill	250 Brent Ln.	Support	Have no impact on me	It would allow Pensacola Christian College to expand while lessening the risk of a pedestrian being hit by a vehicle while trying to cross the road.
233	MiriamFaith Hill	75 CR 430 Paris, MS 38949	Support	on	
234	Troy Lobdell	20406 Arminta Street, Winnetka, CA 91306	Support	Allow my future children a safe place for housing on campus.	PCC has for many years supported its community and striven for safety at the same time. The road's closure would be a benefit to both the security of the college and the upkeep of Pensacola in general.
235	Felipe Silva	250 Brent lane	Support	Have no impact on me	

	A	B	E	F	G
236	Ben Bryant	250 Brent Lane	Support	Be one less road to maintain. It is already having road repair issues which need to be corrected by someone for safety	I am a local student at Pensacola Christian College
237	Justin Paine	122 Airport Boulevard	Support	Be a slight inconvenience, but not enough to outweigh the benefits.	It would really help the community if an economic impact study was done on this issue. Economic benefit to the community. It will also save us taxpayers millions.
238	Clayton Smith	Pensacola area	Support	Have no impact on me	Would benefit the school, allowing more students. More students mean more money spent in Pensacola increasing jobs and tax revenue.
239	Kyle Rivera	2358 Packard Highway	Support	Have no impact on me	Because it is a road that runs through a college campus and there are roads that go around it.
240	Brianna Gallion	3108 W Jackson St Pensacola FL	Support	Have no impact on me	Help Pensacola Christian College
241	Sylvia Moses	5804 denver avenue	Support	Have no impact on me	It would benefit PCC and allow for further growth
242	Katlynn Barnt		Support		
243	Kyle Caldwell	250 Brent lane	Support	Have no impact on me	
244	Gerri Haddox	2133 foxford st, cantonment, fl 32533	Support	Have no impact on me	
245	Heather Hartkopf	3500 Creighton Road	Support	Have no impact on me	Good for the college, safer for the students, good for local industry, good to finally repair Rawson Lane so it doesn't flood every time it rains
246	Ruth Ann Chappell	6808 White Oak Drive	Support	It would have a small impact on my life, but I can handle it.	The street needs work because it floods so quickly, and the county can save money by not having to pay for the repairs. It will help the economy by helping the college grow and bring more students to Pensacola.
247	Thomas Fanjoy	6006 East Shore Dr.	Support	Have no impact on me	It is not a road that has to be open due to the interstate enterchange and the fact that it is going to be too expensive to fix the drainage problems (known as rawson lake). Let PCC have it and let them pay for the road upgrades.
248	Michael Huggins	250 Brent Lane, Pensacola, FL	Support	Decrease the time it would take to get around campus.	It would greatly improve the campus of PCC by allowing for increased student safety.
249	Cynthia Autry	250 Brent Ln.	Support	Have no impact on me	The college is rapidly growing, and it desperately needs to begin building a new residence tower to meet increased demands.

	A	B	E	F	G
250	Stephanie Pickering		Support	Have no impact on me	
251	Joselyn	Dick	Support	Have no impact on me	
252	Traci	Walker	Support	Decrease my travel time to and from work.	Not only would it benefit the college, it would cut down on the people that cut through the neighborhood behind the school. They get a lot of residual cut through traffic that they would not get if Rawson was not a cut through street. People fly up and down through there. It isn't safe for the people who have to walk across to get to the college from the parking lot or the nursery. It would make it easier for the campus to secure it's facilities, as well.
253	Hannah Digangi	7961 N Hilburn Rd	Support	Have no impact on me	My nephews live in student housing there and having a completely secure campus will help with their safety.
254	Carolynn Bayes	887 Owyhee Avenue Nyssa, OR	Support	Have no impact on me	
255	Benjamin Higdon	250 Brent lane	Support	help Pensacola Christian College grow	
256	Christian Wingfield	250 Brent Lane	Support	Have no impact on me	
257	Kristine Baker	650 Beck Ave	Support	Have no impact on me	Because I know PCC will greatly benefit from it and will take care of the road so it drains instead of becoming a river during heavy rains.
258	L. L. Jones	Apt. A, St. John's	Support	Have no impact on me	Due to how much repair is needed for the roadway, I believe it's best to let a private institution pay for that rather than stretched-thin public moneys. It desperately needs runoff. I've almost flooded my car there several times during heavy downpour.
259	Jonathan Valentin	250 Brent Lane	Support	Have no impact on me	Because the college is faced with expansion and a greater expansion would mean more financial gain for the local community.
260	Andrew Gwynn	957, Fleming Circle, Pensacola, Florida, 32503	Support	At times it would make me use the I-10 pass to avoid a train, but usually it would have little effect.	Airport reaches any hospitals or necessary destination with ease. It helps a college expand and grow which helps the economy in Pensacola.

	A	B	E	F	G
261	Leah Gourley	6111 Enterprise Drive Pensacola FL	Support	Increase the safety of almost 5000 students.	Safety. Most people who use Rawson tend to speed.
262	Heather Fulfer	5907 Moss Lane	Support	Have no impact on me	The road is badly in need of repair and the county won't pay for the repairs. Because PCC is growing, they need to build a new dorm. Closing Rawson would make the PCC campus safer, and they are willing to assume financial responsibility for the road.
263	Grace Larson	4409 Eastpointe Drive, Pensacola	Support	may increase my travel time	for college students' safety
264	Sara Goodson	250 Brent Lane	Support	Have no impact on me	It is in horrible condition and PCV could fix it and use it
265	Joshua Corbin	250 Brent Lane	Support	Make it safer for me to travel around the properties of Pensacola Christian College	Pensacola christian College already owns most of the property on the road, and people trying to avoid the train can go down Airport a couple hundred more feet to the interstate, which is just as fast as traveling down Rawson.
266	Libby jones	8050 North 9th Avenue	Support	Increase my time to and from my home	It would assist with the safety of students. It iseasy to speed down this road and people are often impatient while driving down Rawson. It is used very much as a cut through.
267	Daniel Longmire	On PCC campus	Support	Make traversing the campus easier and safer.	It would make the campus safer.
268	Melissa Hendrickson	301 Cherokee Trail	Support	Possibly increase my travel time to and from work if traffic is increased on Brent Lane.	A partial closure of Rawson Lane will still allow nearby rsidents unfettered acess to their homes via Airport Blvd. Also, there is the alternative bypass on the highway. The closure will ensure the safety of students, staff, faculty, and local residents when the increase of foot traffic happens.
269	Angelica Ayuman		Support	Have no impact on me	
270			Support	It would be a help to PCC	1. It would solve the drainage problem. 2. It would allow PCC to expand and build a dorm for the increased enrollment.
271	Cherie Smith	250 Brent Lane	Support	Help with the expansion of the college.	Expansion of the college
272	Joshua Farmer	250 Brent lane	Support	Have no impact on me	
273	Draa Mackey		Support	Have no impact on me	Expansion of the college will mean eventual revenue increase for local businesses

	A	B	E	F	G
274	Ashley Chambers	250 Brent Lane	Support	Increase my time to and from my home	For the safety of students and staff needing to cross the road, and the safety of drivers not needing to deal with the pedestrian and go-cart traffic of school workers
275	Andrew Hobbs	250 Brent Ln	Support	Have no impact on me	I would like to see the school expand.
276	Daniel	5500 Rawson Lane	Support	Increase my travel time to and from work	
277	Lydia George	250 Brent Lane Pensacola FL	Support	Have no impact on me	
278	Bethany Bowman	5400 Rawson Lane, Apt. 231	Support	Decrease my time to and from home and work.	I believe that the closure of Rawson Lane to the public would not cause significant hardship for the community, but rather better the community through added jobs and cut expenses for the county. It would bring a great deal of benefit to the community as a whole, adding more jobs through the building of Pensacola Christian College's newer dorm, and significantly cut back on the cost of upkeeping Rawson Lane for the county.
279	Stephen Weaver		Support	Have no impact on me	It would allow PCC to grow. It'll be good for the city.
280	Whitney Beam	307 Loveland Cir. Pensacola, FL 32526	Support	on	
281	Elisabeth Larson	4409 Eastpointe Drive	Support	Would not change the travel time from any location. The interstate has a road that is parallel to Rawson Lane. Anyone who would normally use Rawson Lane could just use the interstate.	PCC is expanding rapidly! It is clear that a new residence hall is needed. Also, part of their campus is across the street, and therefore, not safe for the students who need to cross for work, classes, recitals, and sports purposes.
282	Ashley Webb	908 N. 74th Ave.	Support	Make any inconvenience to me secondary to the safety of students.	This is a poorly maintained road, that lacks basic lighting needs. I would prefer a private institution maintain the road as they have a history of maintaining their property.

	A	B	E	F	G
283	Jonathan David Budd	250 Brent Lane	Support	Make my travel to and from campus safer. The skywalks can get slippery with wet/icy conditions...	It will save the community tremendous amounts of money as well as bring great tourism as a result of the surplis population of the college.
284	Kenneth Flood	250 Brent Ln	Support	Have no impact on me	As the college grows and with the new residence hall there will be more students crossing the road. For safety blocking off the road would keep the students safe.
285	Mickayla Mein	250 Brent Lane	Support	Have no impact on me	Safer for the students
286	Billy Bogardus	25 Horseshoe CT	Support	Increase travel time when visiting friends North of the college	It will be safer to route traffic through the interstate ramp just a little bit east of the school especially since the interstate ramp flows tragic more quickly than Rawson Lane.
287	Amber Mullenix	708 Winterset Drive	Support	Have no impact on me	It would save the city $ for road repairs and increase revenue from more out of state college students with a new housing building.
288	Charles Lail	5816 Newport Ave	Support	Have no impact on me	It is a dangerous road for traffic. It would also help a local school.
289	Ben		Support	Have no impact on me	It's not so detrimental to the community to lose partial access of Rawson. Airport has multiple connections to Brent Lane. Any effect on travel times would be no more than 2 to 3 minutes at the worst.
290	Joseph	Matson	Support	Be a benefit to me.	I believe the college should be aloud to expand considering their increasing enrollment.
291	Bethany	Van Riper	Support	Have no impact on me	
292	Nikole Boyke	5400 Rawson Lane	Support	Have no impact on me	Safety for students
293	Michael Gipson	900 Ridge Way, Cantonment, FL 32533	Support	Increase my travel time to and from work	Reduce traffic that is not Norwood related, making the area safer for the residents, and allow the local economy to continue to grow due to increased capacity brought in by Pensacola Christian College and associated entities.
294	Vivian Kindell	10811 Country Ostrich Drive	Support	Have no impact on me	
295	Andrew Brothers	250 Brent Lane	Support	Have no impact on me	It would provide more safety and accessibility to PCC's students and employees, plus it would curb criminal activity along the street. The school could also fix up and maintain the road much better than the county has.
296	Emily Shenk	250 Brent Lane	Support	on	
297	Jared Newbon	104 Watts Hill Rd	Support	Slightly Increase travel time in general	PCC brings a lot of money to the Pensacola economy. It makes sense to allow them to expand!
298	Aresia Watson	5500 Rawson Ln	Support	Increase my time to and from my home	I live in the affected area, but I realize it would not be a significant imposition to go up to Airport to get to Brent. This is deperanetly needed by the school and more students at the school means more revenue for our area.

	A	B	E	F	G
299	Ryan Bonsignori	3901 trapani place	Support	It would decrease the time to get over rawson lane and would help save life's and make it safer for students to cross	Please shut down rawson lane. It will provide a safer way to cross for students of Pensacola Christian college. There wouldn't be that much trouble getting through they would just have to hop on the freeway for 1 exit That's why rawson lane should be closed
300	Wes Combs	250 Brent Lane	Support	Help my college tremendously as they are growing in number and would greatly benefit from it.	Im a student at PCC
301	Samantha Specht	250 Brent Lane, Box 434	Support	Have no impact on me	Its needed by the school. The short portion of Rawson lane is not so heavily used that the closing of it would have extremely adverse effects on others. Slightly inconvient possibly, but definitely workable.
302	Cassandra	250 Brent lane box 656	Support	Benefit the college	To help PCC
303	Cortnie Long	PCC Box 189 Pensacola, Florida	Support	Help Pensacola Christian College be able to expand.	Because we need to expand our campus because of the growth of it. We need more buildings.
304	Zachary McDowell	360 Gaelic Way	Support	Have no impact on me	Safety of college students at Pensacola Christian, alleviate taxpayer dollars for road repair.
305	Victoria delli	22 Horseshoe ct.	Support	Have no impact on me	This college has been a big part of my life. They are growing more every year which means the local businesses will also make more money with more people coming down to go to college at PCC.
306	Josh Stanford	250 Brent Lane	Support	Increase my travel time to and from work	Meh, why the heck not. Seems like a good idea
307	Alyssa	250 Brent lane Pensacola, Fl	Support	Have no impact on me	To allow PCC to grow.
308	Ashea	250 Brent Ln	Support	Have no impact on me	
309	Kristen	250 Brent Lane	Support	It would have a good impact on me! The college would be expanded and offer great opportunities for the future!	I think this is a great opportunity for expansion for the college. It is much needed because the students are outgrowning the current area.

	A	B	E	F	G
310	Alyson Ranck	250 Brent Lane	Support	Have no impact on me	
311	Abbie Schrock	250 Brent Lane	Support	Have no impact on me	The road parallel to I-10 connecting Airport to Brent is a fast and convenient route that is not out of the way for anyone looking to travel that direction. Palafox isn't far out of the way either. Safer for multitudes of people everyday to cross to the other side - especially over time.
312	Michelle horn		Support	Have no impact on me	It would really help the college be able to expand. Help to grow the ministry that PCC has started.
313	Dominic Piazza	7101 Joy Street	Support	Have no impact on me	It is not used too often by anyone other than PCC students anyway.
314	Sabrina Butcher	250 Brent lane	Support	Increase my time to and from my home	Growth of PCC
315	Sara Keffer	Box 1082 250 Brent lane Pensacola, Fl 32503	Support	Have no impact on me	Allow my school to expand to have the growing space we need...and bring more residents, and consumers to the Pensacola area.
316	Jordan Blumhardt	737 E Olive Road Pensacola FL 32514	Support	Have no impact on me	The alternative use of the 110 Brent Lane and Airport Blvd ramps would be an acceptable alternative to travel between the two roads. It benefits the growth of Pensacola Christian College (and therefore economically benefits the area) with minimal impact in Pensacola residents. I am supportive of discussing the needs of both sides in the situation.
317	Dakota Wilson	5500 Rawson Lane A2	Support	Have no impact on me	PCCs growth is great for the local economy.

	A	B	E	F	G
318	Paul Gipson	900 Ridge Way Cantonment	Support	Have no impact on me	The closure is not intended to inconvenience any one but make the expansion of an institution that has been and will continue to be valuable to the community and county. Thank you. Traffic can easily travel from airport to Brent on the frontage roads. For the safety of college students and the joining of property owned by PCC the closure seems plausible. Therefore I support the closure
319	Ashton Welborn	Pensacola Christian College	Support	Have no impact on me	The Lord has truly blessed PCC with the exponential growth of students each year. Closing Rawson would allow for PCC to expand, which means the Lord can then have an even more impact on more students.
320	Ashley Smith	250 Brent ln pensacola, Florida	Support	Have no impact on me	Please let this happen! We have been praying and will continue to!:) I am a college student and to expand our campus in a safe and great manner!
321	Cierra Brooks	250 Brent lane pensacola, fl	Support	on	I think it would be good to allow PCC to expand the campus safely for the students.
322	Kayla Martin	250 Brent Ln	Support	Have no impact on me	Safety of college students
323	Steven Polkinghorn	250 Brent Ln 32503	Support	Decrease my travel time	
324	Jordan Woody	250 Brent Lane Pensacola FL 32503	Support	Have no impact on me	I support the closing of Rawson Lane to the public in order for the expansion of PCC.
325	Janell Jeremiah	250 Brent Lane	Support	Allow both sides of campus to be continuous	The campus is not continuous right now.
326	Cesia Quiroz	5824 Last Big Tree Lane	Support	Have no impact on me	It would be beneficial.
327	Justin	LeBlanc	Support	benefit the college in growth that in turns gives to the community itself	Safer for students to cross when new dorm is built
328	Nes	1117 west Lincoln hwy	Support	Keep it for pcc!	
329			Support	Have no impact on me	

	A	B	E	F	G
330	PJ Bunke	250 brent lane	Support	Have no impact on me	
331	Gwen Butler	699 Hawkins St	Support	Have no impact on me	That section passes through PCC properties on both sides. Let them be responsible for it.
332	Rosalie	Scaiabarrasi	Support	Help campus traffic flow	Give the road to Pensacola Christian. It will be good for PCC to expand and safe for the students
333	Anthony DeLuca	224 St Barnabas St	Support	Have no impact on me	It would be safer for PCCs college students. I've witnessed many people speeding down Rawson Lane.
334	Alessia flores	250 Brent lane	Support	Have no impact on me	Because it would help out the college very much, we wouldn't have students walking on the streets that much
335	Krysten Skutt	8588 Belle Meadow Blvd.	Support	Have no impact on me	The college students should have safe access across campus without having to cross a busy street.
336	Kyle	Rawson Lane	Support	Have no impact on me	PCC is a good college And needs help with their growth The city does have other roads And more ideas can be thought to help implement the closure of Rawson
337	Summer Smalley	250 Brent Ln	Support	Help the safety of the students.	Because it would be safer for the students of the school.
338	Max Barker	250 Brent Lane	Support	Provide safety for pedestrians and close a poorly maintained road	Prevents vehicles from flying down the road in an area that is heavy with pedestrians
339	Austin Bergey	250 Brent Lane, Pensacola, FL 32503	Support	Have no impact on me	It is not a very heavily used road, and almost all of the vehicles that do use it are PCC students anyways. It would have minimal effects on traffic while also helping the college expand.
340	Jarrett Futch	250 Brent Lane	Support	Have no impact on me	Maintenance cost to the city is too high and will benefit the students of Pensacola Christian College who in turn, benefit the city.
341	Victoria Floyd	1545 Galvin Ave	Support	Have no impact on me	The road has a serious drainage problem already. Also there is another shortcut already that can be taken from Airport to Brent. So there is no need to use Rawson.
342	Cody Pomeroy		Support	Have no impact on me	

	A	B	E	F	G
343	David Ritz	250 Brent LN	Support	I would feel safer if it were closed because drivers would not drive on the road at ungodly speeds at ungodly hours of the night. And flooding on Rawson would be taken care of by the school. Flooding is a major concern of mine.	Would you please allow PCC to purchase Rawson LN. Thank You. I see it as an opportunity to expand PCC student enrollment and to make it safer for students that use both sides of Rawson LN. It will also be an economic opportunity for local businesses if PCC were to expand its student enrollment.
344	Rachel	277 Saint Augustine Ave	Support	Increase my travel time to and from work	It doesn't make that big of a difference for me.
345	Jessica Hollandsworth	5813 Last Big Tree Lane	Support	Increase my time to and from my home	Grow the community with the growth of the college. Only increased travel time by a few minutes.
346	Phil Hollandsworth	5813 Last Big Tree Lane	Support	Increase my time to and from my home	The road has drainage issues anyway. There are other, better roads very near.
347			Support	Have no impact on me	
348	Jonathan Sparks	3500 Jubilee Dr, pace, fl, 32571	Support	Have no impact on me	I would also recommend that the light at Rawson and Brent be removed if the segment of road is vacated. That will help traffic on Brent ln. The cost to the county to repair this road would be significant. It would save money to let some else take care of the issue. There is also a cut through on i110 that is right next to rawson so my drive will not be impacted when I go to work.
349	Nikki De Jong	6835 Rickwood Drive Pensacola, FL 32526	Support	Have no impact on me	I fully support the Rawson closure for the safety and convenience of thousands of Escambia residents. It would be safer for all the pedestrians who cross between PCC'S main campus and all their property across Rawson to close Rawson off where PCC owns everything on either side.
350	Stephanie East	3401 Marcus Pointe blvd	Support	Have no impact on me	PCC will clean the area up, do the repairs, and make it look good. Anyone who wants to travel between Brent and Airport can easily use the interstate access road.

	A	B	E	F	G
351	Peter	Harrington	Support	I am fine with an extra minute travel for the safety of the students	PCC maintains a beautiful campus and has keep our neighbor a desirable one to live in, closing Rawson will help improve our neighborhood by keeping traffic on main roads, not small residential road like Rawson Lane. For the safety of the students and workers crossing road. Along with the millions of dollars it would take the country to improve this roads infrastructure
352	Autumn Pearson	5500 Rawson Lane, Apt. 233	Support	Increase my travel time to and from work	I am looking to buy a house north of the campus; so I will not be living on Rawson Lane for much longer. It will allow a local business to expand in ways it cannot now.
353	Ball Nancy	6745 Bellview Pines Road	Support	Increase my time to and from my home	The increase is only about 1 minute. It is a poorly maintained Road, it only takes about 1 minute longer to use I10, Expanding PCC campus will bring even more revenue to the area and save taxpayers the cost of fixing that road.
354	Eric Herb	850 brent ln	Support	on	Safety of the students, save city money
355	Wilchiny Pierre-Louis	250 Brent Lane	Support	Have no impact on me	Because it is a great idea.
356	Chris kunz	899 belabor Rd	Support	Prevent speeding on that "cut through".	
357	Connie Gipson	4651 Wilde lake blvd	Support	Have no impact on me	Save county the money & I don't cut thru that way anymore since they opened an entrance onto I110
358	Mike Reid	1975 Joshua Dr. Cantonment, FL	Support	I often visit my children on campus.	Growth of the campus
359	Jeff surfeon	221 saint Barnabas street	Support	Have no impact on me	I live in Norwood but rarely use rawson lane as a route to Brent because that light is so long. Will add to economy with expansion
360	Hannah Johnston	5415 Sun Valley Drive	Support	Have no impact on me	PCC owns the land on both sides and is unable to grow further without it. PCC is a beautiful, bright spot in that part of town that brightens the whole area.
361	Sarah	5500 Rawson Lane Apt 213	Support	Make my walk to work more safe.	People generally tend to speed on that road and I've almost gotten hit by a car. Pcc loves thier students and I don't want them to have to cap thier enrollment because they can't build a new dorm.

	A	B	E	F	G
362	Carlisle Tiss	211 B Waveland St. Pensacola, FL 32503	Support	Allow PCC to expand, creating jobs for numerous people and businesses in Escambia.	I support the closing of Rawson for the safety of the students of PCC, for fixing the horrendous road that Escambia has neglected for so long that it is almost impassable, andto allow PCC to expand the main campus.
363	Hyun Lee	3808 north 10th avenue	Support	Have no impact on me	To give college more land
364	Seth Fuller	250 Brent Lane	Support	Make me feel safer	It would make it safer for PCC students to get around campus, and no one really uses it other than the college. Plus, the interstate would be a fast bypass to Brent Lane.
365	Kari S	250 Brent Ln	Support	Allow for the building of another much needed dorm for the college. It would keep it safer for the students crossing from the dorm back to the main part of campus.	Much needed further growth of Pensacola Christian College
366	Jeremy Bryant	250 Brent Lane	Support	Increase the safety for the college, pedestrians, and drivers.	To increase the safety of the PCC campus and the men crossing the road from the new residence hall. In addition, it would save the county millions of dollars of road maintenance.
367	Kenneth George	2355 W. Michigan Ave. , Apt. C-28	Support	Have no impact on me	The road has been in need of repairs for a very long time. It has become a public burden that Pensacola Christian College will repair it if they close it and take over it. Plus they need it for their progress and new building needs.
368	Luke Boyd	250 Brent lane	Support	Have no impact on me	It will keep all of us college students safer.
369	Traver Freeman		Support	Have no impact on me	
370	Denis Labrecque	140 ch. des Patriotes, St-Denis-sur-Richelieu, Québec, Canada	Support	Reduce my travel time on campus	If this lane is not closed and a dormitory is built, traffic hitting pedestrians will be nearly enevitable. Would make walking on campus faster and much safer against speeding cars
371	Samara Armstrong		Support	Have no impact on me	
372	Ethan	Lewis	Support	Have no impact on me	Because I attend PCC and closing it down would ensure safety and enrollment growth and a good future for the college

	A	B	E	F	G
373	Doug Haughton	250 Brent Lane	Support	It would be safer because people fly up and down the road. Closing it off would remove that.	I feel the college has been a benefit to the community and see no reason why the should be barred from expanding. It would make the area safer as well. Because the county doesn't take good care of the road anyway. At least the Christian college would. They're facilities are a good indication of that.
374	Luke Miller	6170 W Nine Mile Road, Pensacola FL 32526	Support	Have no impact on me	Road is in bad shape.
375	Angela Rueger	3913 Holleyberry Ln, Milton, FL 32583	Support	Increase my time to and from my home	The college already owns most if not all the property on that block and they need to expand while being able to provide the same security to that portion of campus as to the rest.
376	Jose	250 Brent lane	Support	Have no impact on me	Helps the school grow
377	Raymond		Support	Have no impact on me	
378			Support	Have no impact on me	
379	Jeremiah Johnson	5400 Rawson Lane Apt 312	Support	I live and work on Rawson, so its impact is more of safety and traffic issues while I'm at work	It will be helpful to keep students safe. Regardless of rules, there will always be those who cross the road, and regardless of speed limits people still speed. A new dorm will only increase the likelihood of safety problems.
380	Melissa	250 brent lane Pensacola, fl	Support	Decrease my travel time	My college is in desparate need of expansion.
381	Caleb Owens	PCC Box 2602, 250 Brent Lane	Support		I believe that it would allow the college to expand. This would be good for businesses who's target market's are primarily young adults. Coffee shops, restaurants, and electronics stores would all benefit from these changes.
382	Kellie Walker	1555 Penguin Terrace Cantoment	Support	Have no impact on me	
383	Janise Anderson	250 Brent Lane, Pensacola, Florida	Support	make my life easier	Because the pensacola christian college campus is getting too congested and it is growing, already most of the houses on that street are connected to the college or to staff. It would make it very convenient for everyone.
384	Ariel Paddock	250 Brent Lane Pensacola, FL	Support	Have no impact on me	For the safety of students. I don't feel like it will affect the community that much.

	A	B	E	F	G
385	Sarah Maldoff	PCC Box 288 250 Brent Lane	Support	Have no impact on me	As a student of Pensacola Christian College, it would greatly benefit.
386	Devin	250 brent lane	Support	Have no impact on me	
387	Emilie Jones	1828 Torbrook Road	Support	Have no impact on me	
388	Desiree Prickett	7198A Wymart Road, Pensacola 32526	Support	Have no impact on me	School needs it to expand.
389	Dakota Wilson	5500 Rawson Lane A2	Support	Have no impact on me	PCCs growth is great for the local economy.
390	Carly Hamilton	266 Waveland Street	Support	Have no impact on me	It would be helpful for the school to grow to accommodate the growing student body. Closing a section of Rawson Lane will allow PCC to build across the street and provide a safe environment for their students.
391	Julie Lobato	250 Brent Lane	Support	Have no impact on me	The city is not dependent on that road for heavy traffic, and PCC could repair the road and save the city money.
392	Dave Carabeo	250 Brent Lane Box # 1916	Support	help my college build a new dorm	it would help my college
393	Jennifer Garelick	250 Brent lane	Support	Have no impact on me	
394	Andrew Toole	250 Brent Lane	Support	Have no impact on me	It would allow Pensacola Christian College to join both sides of campus for easier access and expansion.
395	Rachel Willis	5500 Rawson Lane apt. 220	Support	Have no impact on me	It would allow PCC to expand which would mean they would provide jobs since they are wanting to build a large residence hall.
396	Elisha G. Rose	5438 Rawson Ln, Pensacola, FL 32503	Support	Have no impact on me	Allowing the college to expand will open the doors for more business in Pensacola also. The college needs room to expand for their growing student body, and a lot the traffic on Rawson Lane is heading towards the college anyway (students, faculty and staff, shipments, etc.).
397	Erica Parsons	3148 Fayal Drive	Support	Increase my time to and from my home	This does not bother me. I drop my children off at the PCC nursery everyday. Taking an alternate route will not kill me. If for no other reason than safty for the students. But i also think that the fact that PCC is willing to fix at least that portion of road (if not the whole thing) is awesome!
398	Susan Dean	524-1/2 Parker Drive	Support		It would increase my time to church three times a week but I am willing to make that concession. For the safety of the 4,000+ college kids who live on campus.

	A	B	E	F	G
399	Trevin Houk	5480 Saint Timothy St.	Support	Increase my travel time to and from work	Not by much because the light there is TERRIBLE!! Safety of students, plus it's NOT the whole road.
400	Mingyue Gu	5500 Rawson Ln. Pensacola. FL. 32503	Support	Decrease my time to and fron my home.	Safer environment, less cost for the County, the read really need be fixed.
401	Anna Click	5631 St. Adela Ave	Support	Have no impact on me	
402	Amy Robinson	6741 Dorsett Shoals Rd, Douglasville, GA. 30135	Support	Give me hope that college students are safe in where they need to go.	As an alumni of PCC, I never liked the idea that some of my fellow students had to be in an unprotected area off campus. This would certainly help the college as well as the public.
403	Naomi Sleeth	5245 Durango Circle	Support	Have no impact on me	To help the continued growth of the college which will in turn continue to bring revenue to P'cola.
404	Juliane Roberts	3263 Massena	Support	Be good for local economy, increase safety for community and students	Safety for community and students
405	Noah Baker	250 Brent Ln	Support	Increase safety to cross road	There are alternative routes and the college needs to expand.
406	Lauren Potter	250 Brent Lane	Support	Have no impact on me	
407			Support	Have no impact on me	
408	Jon A	200 East Burgess Road	Support	Have no impact on me	
409	Olivier Broc	5916 Sarah drive Pensacola FL 32503	Support	Have no impact on me	Never used it
410	David McLaughlin	237 Saint Sabas St.	Support	It would increase my travel time a negligible amount.	It would be an enormous help to PCC to be able to expand their campus and build a new residence hall across Rawson. Since the Airport/Brent connector road was build east of Rawson, I don't think the impact on residents will be too great in the long run.
411	Jeremy Carlson	6809 White Oak Dr. Pensacola, FL 32503	Support	Would prolly decrease my travel time to work	The I-110 frontage road from Brent Ln. to Airport Blvd. was created with the promise of Rawson Lane being given to the school. The road infrastructure itself is terrible from years and years of rain and bad drainage systems. I avoid the road completely when it rains because it is a big river.

	A	B	E	F	G
412	Karson Cox	250 Brent Lane	Support	It would benefit the college where I pay my tuition	It would benefit the college where I pay my tuition
413	mark goetsch	5862 st. amatus	Support	Increase my travel time to and from work	County no longer maintains it. PCC likely will with sewer, LIGHTING, surface.
414	Linda Troutman	5661 Michael Dr.	Support	Increase my time to and from my home	So the college can expand.
415	Hannah Isherwood	250 Brent Lane	Support	Have no impact on me	For the safe expansion of the PCC campus
416	Seth Neds	250 Brent Lane	Support	Have no impact on me	It would make Norwood safer.
417	Rod See	277 St. Sabas Street	Support	Have no impact on me	I feel that property values will go up as the school grows and more personnel are needing housing. Safety of college students
418	Sarah		Support	Increase tourism/businesses in Pensacola.	Pensacola Christian affects many businesses in Escambia County. They have given a lot of revenue to Pensacola and it would increase Pensacola's revenue.
419	Christian Bohorquez	250 Brent Lane	Support	Have no impact on me	
420	Delilah Wilps	250 Brent Ln	Support	Have no impact on me	It will enhance the safety of the growing campus of PCC
421	Megan Allinson	250 Brent Lane, PCC Box #396	Support	Allow for Pensacola Christian College to have more property to expand.	So Pensacola Christian College can expand.
422	Elizabeth Glass	5500 Rawson Lane Apt 213	Support	I would just have to plan my route a little differently. No time would be lost.	The road is in desperate need of maintenance which isn't being done. There's an access road right next to Rawson lane that is quicker to use and will serve that same purpose without being a hazard to drive on and clogging traffic.
423	Brooks Stoodt	326 Tree Swallow	Support	Increase my time to and from my home	
424	Angel Duprey	64 monroe Rd	Support	Have no impact on me	It is not needed.
425	Eunike	250 Brent ln	Support	Be profitable for the long run	

	A	B	E	F	G
426	Jared Maurer	250 Brent Lane	Support	Have no impact on me	It would allow for the expansion of Pensacola Christian College across Rawson Lane. The same route can be achieved using the roads connecting Brent Lane to Airport Road that parralel Interstate 110 and are only a short distance down Brent Lane.
427	Jenna Carwile	250 Brent Lane Pensacola FL 32503	Support		To help PCC grow
428	Talani Tupua	288 Saint Sabas Street	Support	Increase my travel time to and from work	People speed and drive recklessly down Rawson ALL the time when they are in a hurry or there is a train across Airport Blvd.
429	Elisabeth Van Etten	121 St. John Street Pensacola	Support	Have no impact on me	i work at the college and see too many speeding cars where the kids walk.
430	Amanda Strawn	6141 Angelina Road	Support	Have no impact on me	
431	Shirley	250 Brent Lane	Support	Have no impact on me	Pensacola Christian College is a growing and supportive school of Pensacola.
432	John Crist		Support	Have no impact on me	
433	Sarah Barra	2296 Sparrow Lane	Support	Have no impact on me	It would support the growth of one of Pensacola's largest employers; the increasing student enrollment is an asset to Pensacola's economy and tourism.
434	Jefferson Henry	91-1137 Ho'omahana St.	Support	Decrease students time to classes and increase safety	Safer for PCC students
435	Kimberly Steffan	PCC, 250 Brent Lane, Pensacola, FL 32503	Support	Help my school grow	PCC is my school, and we are running out of room on campus.
436	Marcyne heitman	5628 st adamnan	Support	Have no impact on me	The 1-100 access road will be just as easy access to Brent once we all get used to using it. It is needed by the college for safety…
437	Gregory Moses	5804 Denver Ave	Support	Be a wonderful benefit to a vibrant growing college that contributes much to our community	Reason lane is in terrible disrepair. County has not properly maintained it.
438	Dakota Wilson	5500 Rawson Lane A2	Support	Have no impact on me	PCCs growth is great for the local economy.
439	Tina	237 Airport Blvd	Support	Have no impact on me	

	A	B	E	F	G
440	Sam	250 Brent Ln Pensacola FL	Support	Increase my time to and from my home	Increase college campus space. It would allow PCC to expand exponentially.
441	Dakota Wilson	5500 Rawson Lane A2	Support	Have no impact on me	PCCs growth is great for the local economy.
442	Brooke Jordan	250 Brent Lane Pensacola, Florida 32507	Support		
443	Rebecca Coon	397 Selina St Pensacola Fl 32503	Support	Have no impact on me	I believe in the expansion of the college and it will actually save escambia county in road repairs that school has the funds to fix
444	Dorothy Brown	4880 Cerny Road	Support	Yes, I wouldn't be able to take the "shortcut", but I would adjust.	Rawson Lane is in horrible condition and is an eye sore to the community. Pensacola Christian College has made significant improvements to the neighborhood on Brent Lane.
445	Elise Machado	1527 Galvin Avenue	Support	It would minimally impact my route around PCC to get to other places, like Petsmart, etc. But the adjustment would be minimal and easily done.	PCC is growing faster than they have room to put students. If they can build a dorm across Rawson (the most logical place) enough students will not use the skywalks that someone will get hit by a car trying to get to class, breakfast, etc.
446	Tamah Collier	1837 Broyhill Circle	Support	Have no impact on me	It would help PCC, who gives much to our community. Also, Airport Rd is right there for people to use, so it really shouldn't impact the community if it closes.
447	Gabriel Frank	1711 John Carroll Drive 32504	Support	It would provide safety on the campus as it expands.	
448	Joie Fulfer		Support	Have no impact on me	PCC is in need of expanding and there are different means of traveling to the neighborhood behind the school (interestate)
449	Jake Kaiser	6077 St Alban Rd	Support	Increase my travel time to and from work	It would be beneficial to PCC for safety and economically.
450	Andrea Baker	189 Saint Cedd Avenue	Support	Have no impact on me	We need to support all efforts that cause growth in our county both in population and income. Also, they will improve our road.
451	Jeff Price	5635 Saint Amatus Rd. Pensacola, FL 32503	Support	Have no impact on me	The service roads along I-110 can be used. I use these more than Rawson Lin.
452			Support		

	A	B	E	F	G
453	Conrad Cooper	250 Brent Lane PCC Box 1270, Pensacola, Florida	Support	Help me get to work faster.	It would drastically impact how fast I can get to work.
454	Adina Barnett	250 Brent Lane Box 520	Support	Have no impact on me	I greatly support the expansion. Pensacola Christian College is a great addition to the community. It is a benefit to the community and the college. It will increase sales in the area with the increase in college students.
455	Nicole Staley	250 bent lane, box 848 pensacola, fl 32503	Support	Have an influence on my college	If Rawson Lane were closed, it would allow my campus to expand, which is very much needed. It will be beneficial for my college.
456	Kayla Sanders	250 Brent Lane	Support	It would unite my campus	I would really appreciate the close of Rawson Lane because it would allow Pensacola Christian College to grow. It will provide safer transportation for the college students in the area.
457	Kelsey Wilson	250 Brent Ln.	Support	Have no impact on me	Pensacola Christian College is trying to grow it's ability to contain more students,and with the good that the college does not only for the community, but also for the world, I think this is a worthy project.
458	James w Johnson	4734 ridge polnte dr	Support	Have no impact on me	The college need it
459	Patricia Price	5635 Saint Amatus Rd Pensacola, FL 32503	Support	Have no impact on me	The new service roads next to I-110 meet my needs.
460	Abril Esquivel	250 Brent ln Pensacola FL	Support	Have no impact on me	The entrance to Rawson Lane opposite of Brent ln can be very dangerous!

	A	B	E	F	G
461	Elisabeth Van Etten	121 St John Street	Support	Have no impact on me	Please consider allowing PCC to purchase Rawson. Not only would it be safer for the students, it would increase students coming to the college which would help bring more people to Pensacola and aid the community as a whole. It would make the crossroads safer for students and pedestrians. Rawson isn't really needed because of the faster highway shortcuts.
462	Lois Cox	2101 Scenic Highway F104	Support	Have no impact on me	I support PCC's need to build the new residence hall for our students.
463	Joe McLemore	Klondike Rd	Support	Have no impact on me	
464	Monica Koepfer	121 Carolyn Way Pensacola FL 32506	Support	Improve my safety to and from work.	I use Rawson every day. Closing it yo the public is the wisest decision the city can make, it will save the city money. So PCC can repair it, it floods and is poorly maintained. Also want a safer environment for my work and my Child's daycare. I support PCC desire to build and bring more jobs to Pensacola.
465	Michael Wood	5434 Rawson Lane	Support	Have no impact on me	The college can expand to help our economic growth here in Pensacola
466	Bianca Onate	3037 High Plains Dr.	Support	It will help in the crossing across a college campus and help with traffic as well.	I support the closing of Rawson Lane , because it the people that buy it will have the responsibility to fix it up . Not only that but it can be more useful for the people that are interes in purchasing that road
467	Stephen Riffel	4857 Dupont Circle	Support	Have no impact on me	
468	Sarah Kaiser	6077 St Alban Rd	Support	Have no impact on me	I live in Norwood, I support the Rawson vacation.

	A	B	E	F	G
469	James and Donna DeLoney	4301 Molino Meadows Drive, Molino, FL 43577	Support	Have no impact on me	There are numerous alternatives to by-pass Brent Lane without any inconvenience to our travels in this area. Pensacola must support economic growth. PCC is of great importance to our economy and economic growth. As is, Brent Lane is in terrible shape. Needs improving.
470	Esther Dewey	3519 Nobles St. Pensacola, Fl.	Support	Decrease drive time to and from campus multiple times each week.	Allows higher security on campus, and it would alleviate traffic in the evening.
471	Monica Koepfer	121 Carolyn Way Pensacola FL 32506	Support	Improve my safety to and from work.	I use Rawson every day. Closing it yo the public is the wisest decision the city can make, it will save the city money. So PCC can repair it, it floods and is poorly maintained. Also want a safer environment for my work and my Child's daycare. I support PCC desire to build and bring more jobs to Pensacola.
472	Wade Gerard	186 St. Cedd. Ave.	Support	Have no impact on me	Help with security on PCC campus. Might cut down on traffic wandering through neighborhood to avoid trains and lights.
473	Marisa Teeters	250 BRENT Lane	Support	Have no impact on me	I go to PCC
474	Tracy Gerard	186 Saint Cedd Ave	Support	Have no impact on me	Because of safety for pedestrian traffic.
475	Monica Koepfer	121 Carolyn Way Pensacola FL 32506	Support	Improve my safety to and from work.	I use Rawson every day. Closing it yo the public is the wisest decision the city can make, it will save the city money. So PCC can repair it, it floods and is poorly maintained. Also want a safer environment for my work and my Child's daycare. I support PCC desire to build and bring more jobs to Pensacola.
476	Gary Pintar	619 Parker Circle	Support	Have no impact on me	Safety for the college students and the savings of tax payers money.
477	Carolyn Siegler	350 Shiloh Drive	Support	Increase my time to and from my home	Someone will finally be paying for that road to get fixed; it floods horribly in the rainy season. Also, I'd like to see PCC be able to expand.
478	Raylene Cochran		Support	Have no impact on me	Cost to resurface, safety for college campus
479	Meredith Jackson	5400 Rawson Lane	Support	Have no impact on me	To alleviate the need of taxpayer dollars to repair the road and to help PCC grow their student body and be able to ensure their safety
480	Nathan Smith	1249 Brent Lane	Support	Increase my time to and from my home	It will allow PCC students and other citizens to stay safe when walking.
481	Chuck Brown	200 Oreo Drive, Molino, FL	Support	Have no impact on me	To help promote growth and safety on the PCC campus

	A	B	E	F	G
482	Kimberly Gowans	1760 Condor Dr.	Support	Have no impact on me	encourage safety for students/workers at PCC
483	Lynlee Burns	5400 Rawson Lane	Support		give me greater security. Give my home greater security
484	Margaret McCary	1443 Newcastle Way 32534	Support	Have no impact on me	The college needs to grow across the street. The public really does not use the street. Emergency vehicles do not use it, either.
485	Gary East	5124 Pine Hollow Dr	Support	Increase my time to and from my home	Flooding of the road during heavy rains and safety of individuals.
486	Hannah Bogard	5400 Rawson Lane, Pensacola FL 32503	Support	Have no impact on me	Thank you! For the safety of PCC students.
487	Becky Sharp	2033 Bay Point Blvd	Support		The new bypass link allows travel between Brent Land and Airport at a higher rate of speed and is more convenient than Rawson had previously provided. support growth of Pensacola Christian College
488	Ruth Pitt	1787 Brentco Road	Support	Have no impact on me	Thank you for bringing this to closure soon. This road floods so badly during storms. Let PCC incur the cost of fixing the problem.
489	Nicholas Ryan	9875 Tower Ridge Rd	Support	Have no impact on me	The expansion needs of PCC.
490	Amy Klinedinst	7953 Stonebrook Dr.	Support	Have no impact on me	Safety of students, flooding and poor road conditions.
491	Andy	Cole	Support	Have no impact on me	PCC needs it to expand its campus. Few non-PCC people use it, if any. The road gets more PCC traffic, than the county can keep up with to keep it maintained. It's always in need of repair.
492	Paul Gu	5500 Rawson Ln	Support	Decrease my time to and from my home	It is dangerous for students to walk across the road
493	Garrett	11534 Thousand Oaks Dr Pensacola FL 32514	Support	Have no impact on me	I believe that the continual growth and development of Pensacola Christian College will have a positive impact on the future of our county.
494	Christopher H Wagner	250 Brent Ln	Support	Have no impact on me	It will provide safety for future students living in the new dormitory on the east side of Rawson.
495	Jon Byars	5500 Rawson Lane	Support	Have no impact on me	To support the safety and protection of PCC students.

	A	B	E	F	G
496	Morgan Thomas	112 St. John St., Apt. B Pensacola FL 32503	Support	Have no impact on me	With the expansion of the Pensacola Christian College, there will be more revenue in the city of Pensacola that was not there before. This will create more jobs and even build tourism.
497	Mark Yorey	5070 Hamilton Bridge Rd	Support	Increase my travel time to and from work	This is good for the community and should not be closed down because of very minor inconvenience for some. PCC provides economic, benefit and are great partners in the community
498	Phil Bohlman	7981 Nalo Creek Loop, Pensacola, FL 32514	Support	Have no impact on me	It would provide a much safer environment for the PCC students and staff. Although I use this road daily, there are reasonable alternatives available, so I am willing to change my habits to improve their safety.
499	Amber	5013 Bent Tree Rd. Milton, FL 32583	Support	on	Safety for staff and students
500	Laura Buschman	1471 Chippendale Road, Cantonment, FL 32533	Support	Increase my travel time to and from work	I cannot oppose something because it will affect me personally. I support this for the greater good of the county and the college. The safety of college students is important and the amount of money to fix this road would be a huge burden on the county.
501	Alyssa Morse	112 St. John Street, Pensacola, Florida, 32503	Support	I use that road as a cut-through when there is a train.	Closing the road would change my driving patterns a little, but I don't mind at all. PCC needs the road for growth. I understand how important vacating this road is to making that growth possible.
502	John Balentine	4231 Capri Drive	Support	Increase my travel time to and from work	I believe this was done for Pensacola State College years ago and maybe even UWF. It would help the college with safety and growth.
503	Ginger Brauneis	3162 Bryon Place, Cantonment, FL 32533	Support	Have no impact on me	
504	winston C. Lowery Jr	5303 Sycamore	Support	Have no impact on me	The college needs to expand and by closing Rawson lane the college will be able to build the necessary dorm for incoming male students. More students will mean more faculty and staff which in turn means more money for businesses and the city.

	A	B	E	F	G
505	Greg	204 Creekview Drive	Support	It would impact me because I couldn't use the road, but the inability to use the road greatly outweighted by the safety concerns.	Safety of the students, and maintenance of the road.
506	Aida V Allen	107 Airport Blvd	Support	Have no impact on me	I support closing the Rawson Lane because of the safety of our students here at PCC and because the road needs to be fix--especially when it rains it get's crazy. I think PCC will do a great job maintaining that area. Thank you!
507	Aaron Mahoney	2355 W. Michigan Ave.	Support	Have no impact on me	The closure would allow PCC to build a much-needed new residence hall (due to an increasing enrollment).
508	Phil Hollandsworth	5813 Last Big Tree Lane	Support	Increase my time to and from my home	It will provide safety for the students at PCC. In addition, Rawson lane is in bad shape and needs updating soon.
509	Joshua Burdick	5945 St. Alban Rd	Support	Have no impact on me	I live in Norwood the neighborhood next to Rawson Lane. I would like Rawson Lane vacated to help accommodate PCC's plans for future growth. The new access road provides me with an alternative route.
510	Joseph Tariga	100 Saint John St, Apt C, Pensacola Fl, 32503	Support	Have no impact on me	Safety for the college students
511	Karen Roberts	3210 Keating Rd	Support	Have no impact on me	To help support the further expansion and growth of PCC which has a positive impact for the campus as well as the community and regions beyond.
512	Kiersten Wimpee	10150 Cove Avenue Pensacola, FL 32534	Support	on	
513	Anjanette Rushing	225 St. Cedd Ave.	Support	Increase my time to and from my home	Although it may be a slight inconvenience at times, I think the access road that had already been constructed will meet my needs. The road needs repairs that PCC is planning to address. PCC benefits our community greatly and this closure would allow them to continue to grow.
514	Tim Hansen	4200 Bixby Circle, Pensacola, FL 32514	Support	Have no impact on me	Decrease Rawson traffic congestion in morning and evening. Also, provide thousands of students and staff at PCC with an easier route to and from work, class, and parking.

	A	B	E	F	G
515	Elisabect Kozar	809 Alysheba Ct	Support	Have no impact on me	College growth and students safety
516	Jonathan Michael McIntyre	4792 Mallard Creek Rd	Support	Make Rawson lane safer for students and staff who already cross the street regularly to pick up children from daycare, get to/from parking, and walk to work areas on either side of the road.	This closure is essential to provide for the growing student Body of PCC. It will also allow for the increased security of the campus.
517	Amanda Davis	4785 Cerny Road	Support	Have no impact on me	Although I'm used to using Brent Lane as a shortcut, I'd just as soon use the double diamond if it means that students can have a safer walk to and from classes.
518	Kyle Shertzer	9838 Jeno Rd, Milton, FL 32583	Support	Have no impact on me	I work in Pensacola using the service road is faster than Rawson Lane anyway.
519	Patricia Hartono	250 waveland street	Support	Have no impact on me	The campus makes a difference in the community
520	Roger Herman	920 Charlemagne Drive	Support	Have no impact on me	Thank you for approving the construction of an additional route off of the I-10 interstate to Brent Lane. This has saved our family considerable time over the year in getting our children to PCA. The closure of Rawson Lane is linked to the construction of a new dorm facility, which will bring additional outside funds to our county, through the students' purchases at local businesses.
521	Scott Sorbo	2068 Pin High Drive	Support	Enhance campus experience by limiting traffic through campus area.	Closing campus supports building dormitories for future growth of college. More students, more economic growth to Pensacola. Safety of students and security of campus.

	A	B	E	F	G
522	Sarah Sebasty	250 Brent Lane, Box 2599, Pensacola, FL 32503	Support	Have no impact on me	Closing Rawson Lane to public use will allow the campus of Pensacola Christian College will be more secure, with a constant border surrounding the campus so that it is not cut in half by a road.
523	Garett Ordway	1275 Mahogany Mill Rd 3E, Pensacola, FL 32507	Support	Have no impact on me	Safety of the college students is paramount, and Escambia County can assist in ensuring the safety of these students through the closing of Rawson Lane
524	Jon Tutton	249 St. Cedd Avenue	Support	Have no impact on me	Thank you for your hard work to investigate this matter. Creates a safer walkway for PCC students/faculty/staff
525	Carole DeBruler	2112 Sunbury Drive, Pensacola, FL	Support	There would be no increase because of the I-10 "spur" that is so much faster. Using Rawson Lane as a "cut-through" is slower than going on I-10.	The students at PCC bring a much-needed revenue to the community and the city of Pensacola. It would be a shame to impede the growth. The safety of the students at PCC depends on the Rawson Lane closure.
526	Dan Hershberger	9815 Chandler St. Pensacola, fl 32534	Support	Increase my travel time to and from work	While it would increase my travel time to work very slightly, for the safety of the students, it would be worthwhile. Safety of PCC students. As the campus expands, having a busy road traversing the campus is at some point going to have negative repercussions.
527	Mitch Mann	3105 Lake Suzanne Drive, Cantonment	Support	Have no impact on me	PCC is a great ministry to train people to serve God ... we should encourage that. To grant safe college student access to a new/needed college dorm at PCC.
528	Troy Shoemaker	11003 Seaglade Drive Pensacola 32507	Support	Have no impact on me	Thank you for considering this request. It would be a tremendous help to the college. safety of students and security of campus
529	Faith Nulph	935 Langley Avenue	Support	Increase my travel time to and from work	For the safety of the students who are crossing the road. Many cars speed down the road and don't even slow down at a crosswalk.

	A	B	E	F	G
530	Jennifer Miller	4025 Middlebury Drive	Support	Closing Rawson Lane might increase my travel time if a train is stopped on Airport. Otherwise, it doesn't take too much extra time to use the interstate if I need to.	I believe the safety of the college students, faculty, and staff is more important than a few minutes of saved driving time.
531	Denise Davis	8504 Indian Oaks Pl, Pensacola, FL 32514	Support	Increase my time to and from my home	The safety of the college students at PCC is important to me.
532	Keith Francis	5860 Ibis Road, Milton, FL	Support	Have no impact on me	Allows PCC to increase enrollment which brings more revenue into the greater Pensacola area.
533	Chuck McCollim	7308 Tannehill Dr	Support	Have no impact on me	It would add to the safety of students.
534	Joshua Stevens	5500 Rawson Ln. Apt.#323	Support	Have no impact on me	Because it would keep students who attend PCC safe from oncoming traffic, also adding increased security for an area where property has been stolen and students have been assaulted.
535	Mitchell McBride	930 Commonwealth Rd.	Support	Have no impact on me	Growth of PCC
536	Denise McCollim	7308 Tannehill Drive Pensacola, FL 32526	Support	Have no impact on me	it will allow Pensacola Christian College to have a secure campus and increase the safety of their students.
537	Joel Porcher	3172 Bernath Drive, Milton, FL 32583	Support	Have no impact on me	Rawson Lane drainage has been a problem in heavy rainstorms. The I-110 ramps are well-suited for use by the public. I work at Pensacola Christian College and can take the SB I-110 ramp to Brent Lane or the Brent Lane ramp to NB I-110.
538	Shannon Johnson	5940 Providence Loop	Support	Have no impact on me	It is necessary for the continued growth of Pensacola Christian College, and according to o the traffic study, it would not negatively affect the surrounding community.
539	Elizabeth Han	112 Saint John Street	Support	Have no impact on me	Safety of Pensacola Christian College.
540	Isaac Fitzsimmons	5916 Annette Street	Support	Have no impact on me	Protection of the college students. Having 900 students crossing the road from 6am-10pm is a huge safety risk. And since there is already a close alternate route it really does not block/hinder any traffic flow.
541	Josiah Burdick	7235 Twin Lakes Ln	Support	Have no impact on me	I believe that it is important for the city of Pensacola to encourage the growth of colleges.

	A	B	E	F	G
542	Steve Lockett	245 Saint Cedd Ave, PNS 32503	Support	Have no impact on me	Norwood Resident. Provide greater safety/security to PCC campus and allow for expansion.
543	Lauren McCollim	7057 Raburn Road	Support	Have no impact on me	I appreciate this college and their desire to see the college grow and keep the students safe at the same time. I believe this would provide more safety not only for the students on campus, but also for the families who have children in the daycare on Rawson as well.
544	Rachel Moses	5820 Denver Ave	Support	Provide safety and security for students going to and from major campus buildings	I work at Pensacola Christian College and am in favor of the safety and security of our students.
545	Scott Roberts	3263 Massena Dr., Pensacola, 32526	Support	It may be a minor inconvenience.	save the county millions in needed repairs to Rawson; closure will not effect the access of emergency services to Norwood subdivision; the overwhelming majority of traffic on Rawson is generated by the students, staff, and faculty of PCC
546	Benson Chen	7759 Winter Greene Dr	Support	Have no impact on me	It will make the campus safer.
547	Ben Davis	229 St. Cedd Ave, Pensacola, Fl	Support	Have no impact on me	I do not believe this will have a negative affect on my travel times around the area. I live in Norwood and work at the college. This will greatly increase the safety for our students and allow the continued growth of the College.
548	Johnathon Johnson	5940 Providence Loop	Support	Change my pattern around town.	It is a rough road that needs repair and there is another route that can be taken.
549	Evan Wolting	5500 Rawson Lane	Support	Have no impact on me	It is the best place for the college.
550	Kimberly Brown	6205 Vicksburg Drive	Support	Be an answer to prayer and a tremendous help to the continued safety and growth of students	Thank you for your time. As a safety features for students and staff of PCC. Also for the continued growth of the ministry.
551	Abran Miller	5500 Rawson Lane, Apt 211	Support	Have no impact on me	I work for Pensacola Christian and I know that it would help our students. As a resident of Rawson Lane, I realize that it would also take away my ability to use that end of the road and I would need to find alternate routes.
552	Thomas Nipper	11550 Dueling Oaks Court, Pensacola	Support	Have no impact on me	It will allow PCC to expand their campus. It will make it safer for their students. I work at PCC and drive a golf cart for work. It would make it safer for me and anyone else that frequently cross Rawson.
553	Charlene Monk	5400 Rawson Lane #132	Support	Have minimal impact	Allows expansion of an otherwise land locked PCC campus

	A	B	E	F	G
554	Tracey Haire	710 Shiloh Dr	Support	on	Greatly increase the ability of PCC to grow and strengthen the community
555	Carl G. Haire	710 Shiloh Dr. Pensacola, FL 32503	Support	Have no impact on me	will not affect traffic issues to the public and will bring bring an increase of taxable income for the county by allowing PCC to expand their campus
556	Timothy Jones	3500 Creighton Road	Support	Increase my travel time to and from work	I think that it would be a benefit to the college while saving the city the expenses of repairing the road. Also, there is a bi-pass on the interstate to replace the Rawson Lane shortcut.
557	Rebekah Crouse	112 St John St Apt 33	Support	Have no impact on me	Growth of PCC, safety and security of the students at PCC, positive economic impact on the local community, and improvement of Rawson Lane.
558	Malcolm Edwards	232 Tree Swallow Drive	Support	Have no impact on me	Safety reasons. Road floods and is very dangerous.
559	Stephen Paul Chappell	5438 Rawson Ln, Pensacola, FL 32503	Support	Increase the safety of traveling between home and work	Thank you for listening! For the long term financial benefit to both the city and college.
560	Shawn Atkins	6607 Greenwell St.	Support	Have no impact on me	Support closure for safety and security of students and I believe enrollment growth will add to the local economy. I'm a PCC grad who chose to make Escambia county my home. PCC's growth will bring more students,visitors and residents to Escambia County.
561	John S. Reese	6593 Hwy 95a North	Support	Have no impact on me	To allow PCC campus to develop more fully
562	Darlyn Cole	4611 Deerfield Dr Pensacola, FL 32526	Support	Have no impact on me	Provide safety and enable the campus to be enclosed
563	Donna O. Pyle	6087 Saint Cloud Drive	Support	Have no impact on me	PCC needs to be able to grow and also to consolidate the campus for safety and security of students
564	James A. Ridgley, Jr.	6920 Cabral Street	Support	Have no impact on me	It makes economic sense to allow PCC to develop this land in an effort to grow and bring more revenue to Escambia County.
565	Silas M Miller	6170 W Nine Mile Road	Support	Have no impact on me	It would reduce congestion on airport with people using it to cut through instead of using the highway
566	Marissa R Jobin	PCC BOX 795, 250 Brent Lane	Support	Have no impact on me	Rawson Lane's closing would add to the safety of men living in dorms across the street from Pensacola Christian College, once dorms are built there.
567	Megan Abbott	5304 Rawson Lane Pensacola, FL 32503	Support	Have no impact on me	Because it would benefit the city and PCC.

	A	B	E	F	G
568	LINDA ASHERBRANNER	7919 JAMBALAYA TRAIL PENSACOLA FL	Support	Increase my travel time to and from work	WOULD BE BENEFICAL TO PCC COLLEGE AS A NEW DORM IS NEEDED AND THE ROAD CLOSURE WOULD MAKE IT ACCESSABLE TO THE STUDENTS AS WELL AS A SAFETY FACTOR AND COST EFFICIENT TO THE COUNTY IS RAWSON LANE IS CLOSED. WOULD BE MORE OF A SAFETY ISSUE DUE TO THE BAD CONDITION OF RAWSON LANE ESPECIALLY THE POT HOLES THAT NEED REPAIRED
569	Earl Lunsford	195 St. Cedd Ave.	Support	Have no impact on me	Pulls more dollars into the community.
570	Katie Deloney	3138 Mayoki Trail, Cantonment, FL 32533	Support	Have no impact on me	The road has poor drainage and floods when whenever it rains. road has not been maintained. PCC will maintain it.
571	Paul Thurman	250 Brent Lane Box 2399	Support	Help me as a student.	Thank you. I am an college student at PCC.
572	Heather Linares	5252 Zachary Blvd.	Support	Have no impact on me	It would greatly improve the safety and security of Pensacola Christian students.
573	Deborah Sorbo	2068 Pin High Drive	Support	Have no impact on me	will save county money for needed repairs
574	Azael Panecatl	2189 Liberty loop rd.	Support	Have no impact on me	That road needs to be fix, every time we get a rain storm the road is not safe due to poor drainage system. By closing it the college would be responsible for maintaining the road rather that the county. Therefore saving money in the long run. My number one reason is the safety and security of the college students
575	Daniel Becerra	220 Waveland Street	Support	Have no impact on me	It would be a great opportunity for PCC to grow and to be able to accommodate more students safely.

	A	B	E	F	G
576	Lisa Weaver	2539 Chateau Ct.	Support	Have no impact on me	I work at PCC, and we desperately need a new residence hall. Plus, my babies are on the other side of that street. Having them be within our gates would make me feel like they're that much safer, especially in today's world.
577	David Weaver	2539 Chateau Ct.	Support	Have no impact on me	I work at Pensacola Christian College and also have a child at the Rawson Nursery. I see the need for this to help keep our students/children safe as there will be a need to cross the street when the time arises.
578	Karen Funk Davis	5101 Burlington Avenue, Pensacola, FL 32505	Support	eliminate a cut-through	vacating is in the best interest of the most people in Escambia county; a cut-through to save a few minutes for a few people is not. provides a close campus for safety; reduces road cost for the county
579	Paul C Lefevers	183 Saint Cedd Ave.	Support	Increase my travel time to and from work	Although it will increase my travel time by a minute or two, convenience is not a good enough reason for me to oppose the road closure. -Safety of the Students at PCC -The county does not maintain the road properly -There is no need for the road now that the I110 Bypass is there. -It will allow PCC to expand naturally.
580	Kezia	262 Waveland St. Pensacola, FL 32503	Support	Have no impact on me	It is flooding
581	Joseph D Digangi	7961 N HILBURN RD	Support	Have no impact on me	It would have a positive impact on me in that it would improve our county's provision of safety to our residents. It will provide safety to pedestrians crossing Rawson Lane into PCC.
582	Art Decker	239 St. Cedd Ave Pensacola, FL 32503	Support	Have no impact on me	It would benefit PCC in their growth and help our local economy by allowing more students to come.
583	Caleb Crocker	100 St. Johns Street	Support	Have no impact on me	I am a master's student at PCC. I am excited about the continued growth of my college.
584	Jaykano Cooper	10321 Bowman ave	Support	Have no impact on me	it will allow more students to enroll in a good college
585	aaron blanchard	5637 St Amatus Rd	Support	Have no impact on me	Even if it would be a small irritation, the impact of having millions of dollars poured into the community can not be taken lightly. As well as the addition of hundreds of college students will benefit the city for decades.

	A	B	E	F	G
586	Lorraine I Bushey	5500 RAWSON LN APT 322	Support	Have no impact on me	Some people don't like change. Direct traffic to an access road that is not so torn up. Make it available for use by PCC.
587	Edward K Owens	5808 Eagles Landing Pensacola, FL 32503	Support		
588	Doori Yoo	473 Evening Falls Dr	Support	Have no impact on me	Getting to Brent from Airport is not too difficult even if Rawson closed. It makes sense that the college who owns much of the property there would need that space for the students.
589	Nathan Van Etten	121 Saint John Street	Support	Have no impact on me	The road is in extreme disrepair and floods during every rain storm. In addition, there is a 5 minute wait at the red light when taking a left from Rawson onto Brent. I avoid taking Rawson because of those reasons. It provides the college an opportunity for much needed growth that would otherwise be unsafe with thousands of students crossing that road.
590	TONYA DEL GALLO	1550 E GONZALEZ ST.	Support	Have no impact on me	thanks… It will benefit PCC and I support PCC.
591	Rachel Yaeger	5500 Rawson Lane	Support	Increase my time to and from my home	PCC would fix the road. It's very frustrating when the road floods due to rain and I can't get home or to work safely.
592	chris aditya	250 Brent Lane	Support	Have no impact on me	safety
593	Rebecca	250 Brent Lane	Support	It would help eliminate traffic from Brent Lane for me	Thank you for consideration. Because I am a student at PCC and it benefits my traffic and gives the boys a new residence.

	A	B	E	F	G
594	David Barnhart	9337 Plumiera Pl.	Support	Protect me as I must cross from the East side to the West side of Rawson at least a dozen times daily. I have been nearly hit several times by speeding through-traffic!	The double loop connector on I-110 is the perfect alternative for those who currently use Rawson for a high speed shortcut. I lived in Norwood for nearly 20 years, and I have found the connector at I-110 very fast and convenient. Thank you! For safety of students and staff who must often cross Rawson. And to allow vitally needed development of student residences.
595	Caleb Yates	110 Fairmint dr	Support	Have no impact on me	I am a PCC student and it would make it easier to get across the road
596	Ben Nelson	2640 Nowak Dairy rd	Support	Have no impact on me	It will help PCC grow
597	Todd	Gaebelein	Support	Have no impact on me	
598	Mike Moore	7384 Shelby Lane	Support	Have no impact on me	I110 service road is well acceptable and easy to use. create jobs and income for Escambia county, it also remove upkeep and improvements from the tax payers.The tax payers do not need this road to maintain for a small group of people to use.
599	Bradley Rhodes	1985 Winners Circle	Support	Have no impact on me	
600	Blake Chapman	2985 skycrest Dr	Support	Have no impact on me	It would better the college
601	Larry W. Vallia, Sr.	3130 North E Street	Support	Have no impact on me	Would not directly impact me - but long term would benefit me as an Escambia County Resident. Expansion of PCC will benefit more people in the county than leaving Rawson Lane open
602	Dennis Foster	431 Beverly Parkway	Support	Have no impact on me	Safer for students .
603	Mary Vallia	97 North B Street	Support	Have no impact on me	Better for more people
604	Bobby Godfrey	1744 Condor Drive, Cantonment, FL	Support	Have no impact on me	Generate more revenue for Escambia County by letting PCC continue to grow
605	Steven Miller	226 Waveland St Pensacola FL	Support	Have no impact on me	

	A	B	E	F	G
606	Terrance David Brown II	1112 Camaree PL	Support	Have no impact on me	
607	Terry Brown	1350 Conference Rd	Support	Have no impact on me	
608	Bobby Hoomes		Support	Have no impact on me	
609	Jan Brown	1350 Conference Rd	Support	Have no impact on me	
610	Jeff Younger	1159 Old Nursery Way	Support	Rawson is a cut-though or shortcut. There are other traffic routes that can be taken with very little impact.	Safety to student pedestrian traffic. Opportunity for PCC to grow and thrive, which is a benefit to the whole community.
611	Kari Clodt	1112 Camaree PL	Support	Have no impact on me	
612	adam purdy	18 stumpfield dr	Support	Have no impact on me	The closure would allow PCC to have a greater economic impact on our community than the convenience the cut through offers to a few.
613	James Daniel	509 Ronda St	Support	make life easier	Closing Rawson will allow a new construction project which would be a boost to the local workers. The labor would greatly help local contractors and assist to economic recovery. Campus unity and safety
614	Greg McGahan	1160 McKenzie Road	Support	Have no impact on me	It is primarily used for PCC only and it is similar to driving on campus at UWF.
615	Barry Cole	5033 North 12th Ave	Support	Have no impact on me	Economic impact for Pensacola is huge.
616	Erin Scott	7320 Community Dr	Support	Have no impact on me	I believe it can truly benefit Pensacola Christian College and it does not hinder the traffic for the public.
617	James Bradley	4064 Monteigne Drive	Support	Have no impact on me	Safety
618	Debbie Brock	1221 Poppy Avenue	Support	Have no impact on me	It will enhance the security of PCC and allow for needed growth of the college
619	Brooke Wood		Support	Have no impact on me	

	A	B	E	F	G
620	Johannes Mageroy	250 Brent Lane	Support	Improve my life greatly since the dorms are way too crowded and we need a new dorm built that is easily accessible. The road must be closed.	PCC has more need of it than the Public does. More benefit will come of it, and more students will be able come to Pensacola. This is about the future.
621	Jesse Poulin	250 Brent Lane	Support	Give more opportunities for students to attend PCC.	The dorms at PCC are too full, new dorms are required to hold the ever increasing amount of students.
622	David McDonald	1545 Galvin Ave.	Support	Have no impact on me	It will provide additional housing for college students.
623	Kai Penner	250 Brent Lane, Pensacola, FL	Support	Allow me to travel faster and safer to my activities on either side of Rawson Lane.	I have to cross it regularly on my way to and from activities on campus and it would be much easier and safer if it was closed.
624	Josiah Jobe	33 Horseshoe Court	Support	Have no impact on me	I support the closure of Rawson lane because it will help PCC to expand.
625	Jordan Breneman	5400 Rawson Lane Apt. 233	Support	Have no impact on me	
626	Louis Slaughter	7861 Apollo Drive	Support	Have no impact on me	Safety of students.
627	MERRICK J STEMEN	3307 TWO SISTERS WAY	Support	... force me to take the I-110 connector between Airport and Brent Lane.	For safety of Pensacola Christian College students who may need to cross in large numbers if the college builds a new planned dormitory.
628	Richard Greenwood	2720 Southern Oaks Dr. Cantonment 32533	Support	Have no impact on me	The road is not maintained well if floods badly during rains, also the State spent tax dollars to build a service road that is not being used to it's fullest extent
629	Victoria	250 Brent lane	Support	Have no impact on me	It would help the school
630	Greg Taylor	110 Cummings Road	Support	It would be an inconvenience.	It sends the wrong message to businesses that might locate in Pensacola.
631	Jim Houweling	5486 baker Rd Milton Fl 32570	Support	Have no impact on me	College will fix flooding also. Safer for Student Crossing

	A	B	E	F	G
632	Robert Bell	4525 Francisco	Support	Have no impact on me	
633	Stephanie Godfrey	1744 Condor Dr	Support	Have no impact on me	
634	bradley corporon	559 desert oak drive	Support	Have no impact on me	
635	Kaitlyn Chapman	7111 N Blue Angel Pkwy Apt 7201	Support	Have no impact on me	We would be able to have more students, jobs, and less costs to residents for maintenance.
636	Madison Richter	10080 Hillview Drive	Support	Have no impact on me	Boost in Escambia County economy.
637	Richard Comerford	1602 East Brainerd Street	Support	Have no impact on me	
638	Mark Klein	338 Mirabelle drive Pensacola Fl.	Support	Have no impact on me	we need this school dorm to help economy in Pensacola. help the school with new dorm
639	Kevin Wisdom	2075 Bush St Pensacola, Fl 32534	Support	Have no impact on me	
640	John	11591 Dueling Oaks Court	Support	Have no impact on me	It hasn't been maintained or improved so it should be closed. It will increase jobs, and benefit the local economy, and create tax revenues.
641	Sharon Morette	1776 Yates Avenue	Support	Have no impact on me	I also own property on Corday and Phyllis Streets which I believe will not have an adverse traffic impact. Bring more students and cause a positive economic impact to the community
642	Jacob Dalton	2641 Conway Drive Pensacola FL. 32503	Support	Have no impact on me	It benefits the community.
643	Jamie Cone	5436 Rawson Lane	Support	Be beneficial to the community and the county.	Be beneficial to the community and the county.
644	Heather Sellars	5955 St. Alban Rd.	Support	Have no impact on me	safer for college students
645	Joseph Grosnick	237 Airport Blvd. Pensacola, FL. 32503	Support	Increase my travel time to and from work	Safety of pedestrians, saved money of needed road repairs, economy boost from college growth.

	A	B	E	F	G
646	Randall Harris	549 Tillage Drive	Support	Have no impact on me	I already use the I-110 service road to connect from Airport Blvd to Brent Lane. Save taxpayer dollars. The I-110 service road provides the same function as Rawson Lane.
647	Richard Monroe	4685 Christy Drive	Support	It would create jobs to build PCC	The economic impact on the area
648	Chris Blake	2301 W. Michigan Ave. Apt. 21 ; Pensacola, FL 32526	Support	Have no impact on me	Will it save Escambia County $? PCC needs the land
649	Viktor Burbel	1050 Langley Avenue	Support	Have no impact on me	For students safety
650	David Crist	2600 W Michigan Ave 356-C	Support	Have no impact on me	The student body of PCC is and has been a great blessing to our community. They work in our restaurants, stores, hospitals and minister in our neighborhoods. I can't think of any reason to hinder the growth of this College. The road is in terrible shape and becomes a raceway for many. We have I10 now to use which is very safe and convenient.
651	Jeff Varney	200 Freedom Lane	Support	Have no impact on me	
652	Mike Sanders	8662 Ramble Woods Drive	Support	I may have to use the drive by the interstate, but no problem	Win-win, county does not have to maintain and saves 4 or 5 million.
653	Priscilla Crawford	214 Shirley Dr.	Support	Have no impact on me	I think it would benefit the college and students.
654	Charlie Krasnosky	317 E Gadsden Street	Support	Have no impact on me	Closure of the road from thru traffic will increase safety for pedestrians. the majority of use of that portion of the road is college related.

	A	B	E	F	G
655	Nick King	127 Gilmore Drive	Support	Have no impact on me	I support stimulating our economy through projects like the one being proposed should the road close. The road is rarely traveled by the public and would allow the College to make the necessary improvements (stormwater, etc.) to the area without utilizing tax payer money.
656	Mrs. Keith Rowell	6033 West Shore Drive, Pensacola, FL	Support	Have no impact on me	There are other roads available to use.
657	Coralie Lemasson	250 Brent Lane, Pensacola, Florida, 32503	Support	Benefit my fellow students	Closing would allow the Campus to grow without putting students at risk of being harmed while crossing Rawson Lane.
658	Janice Sugar	411-F Bayshore Dr	Support	Have no impact on me	Economic impact of adding more students is good for everyone
659	Pitagoras Goncalves	313 Fern Pointe ln	Support	Have no impact on me	It saves tax payers dollars and it doesn't really have an impact on traffic.
660	Jan Simpson	1902 E. Lakeview Ave	Support	Have no impact on me	To enable PCC to expand
661	Ruth Ganga	250 Brent Lane	Support	Have no impact on me	
662	Barbara Porcher	3172 Bernath Drive	Support	Increase my travel time to and from work	For the safety of the college students in the new dorm.
663	Bridget Greene	350 Brent Lane	Support	Have no impact on me	
664	Ben	112 Saint John	Support	Have no impact on me	Because it is not affect me
665	Lee Richards	118 Airport Blvd	Support	Have no impact on me	Greater safety for the residents living on Rawson Lane. Better access for new dormatory.
666	Joyce Pate	9544 Tower Ridge Road 32526	Support	Would be inconvenient at times, but I can go to Brent Lane without an issue!	Would be beneficial for students at PCC
667	Yvonne Porter	218 Sprague Drive	Support	Increase my travel time to and from work	I occasionally drive on Rawson Lane, but I usually take I110 and then Brent Lane. Safer for hundreds of college students crossing Rawson Lane every day.

	A	B	E	F	G
668	Mandy	112 St. John Street, Apt. 10	Support	It would be more convenient for me since I am employed by PCC.	PCC could grow and still maintain a safe campus by closing this off to the public. Safety is a huge factor.
669	Laura Parisher	6382 Cattle Drive, Pensacola, FL 32526	Support	Have no impact on me	The closing of Rawson Lane would allow PCC to build a much needed dormitory. The increase in students would benefit local businesses. There would also be an increase in tourism when the students' families will come for visits.
670	Timothy Carkhuff	24 Wilkes Dr	Support	Have no impact on me	Would be very beneficial to Pensacola Christian College in keeping their students safe.
671	Jacob Kasprzyk	5500 Rawson Ln	Support	Have no impact on me	It will not only save the county millions of dollars in road maintenance but also help generate revenue for the city as PCC expands it's enrollment and payroll as it adds additional staff and faculty members.
672	Marcyne Heitman	5628 St. Adamnan, Pensacola, Fl 32503	Support	Have no impact on me	
673	Amanda Cochran	214 Waveland St	Support	Have no impact on me	Safety of students in area
674	Amy Bombard	185 Creekview Dr	Support	require that I take a different path to work. Living off of Burgess Rd., I have multiple ways to work. Each are about the same distance.	I believe it will save the county much money for the necessary drainage repairs. I also believe it will be a help to Pensacola Christian and their growing student body.
675	Matheus Canada	460 tanglewood dr	Support	Have no impact on me	The benefits of the college growth to this community outweighs having an outdated road burdening the taxpayers.
676	Jonathan Hartkopf	118 Airport Rd	Support	Have no impact on me	Several times a month, I get stopped at the train, only 100 feet from my driveway, but the highway is a better maintained, better lit road than Rawson if I decide to cut over to Brent. I do not need Rawson.
677	Marlene Tascarella	6126 The Oaks Lane	Support		Closing Rawson would allow an additional dormitory to be built for PCC. That building would bring a lot of jobs and income to our area, not to mention more students that would also contribute to our local economy.
678	James Thompson	2032 Hamilton Crossing Drive	Support	Be inconvenient occasionally.	Pensacola Christian College can enclose their campus.
679	Lynda Yost	5500 Rawson Ln. Apt. 332	Support	Increase my time to and from my home	I hate the traffic that floods down it when the railroad tracks are blocked.

	A	B	E	F	G
680	Rebekah	250 Brent Lane	Support	It would just give me a reason to find new ways around town and explore. It affects how I travel but nothing where it takes longer than when I would sit at any three minute RR's light.	This would help the Pensacola Christian College expand as they need to build a new dormitory and the closure of this Lane would enhance the building process and keep the people involved safe.
681	Mrs. Francine Lowe	228 St. Barnabas St.	Support	Have no impact on me	Safety of College students, Faculty and Staff
682	Jennifer Randall	250 Brent Lane	Support	Help with access around PCC campus.	I support the closure of Rawson Lane. Safety for the students.
683	Galina Kovtun	107 Savannah Street	Support	Have no impact on me	For students safety.
684	Viktor Burbel	1050 Langley Avenue	Support	Have no impact on me	For students safety
685	Tim	McLaughlin	Support	Have no impact on me	safety of the students and practical growth for PCC in the future. The growth for the city/county would be great as well.
686	Brian Jekel	26 Cummings Rd	Support		It would be good because of their positive influence in this area.
687	Dan Rushing	225 St. Cedd Ave.	Support	Increase my time to and from my home	
688	Tammy Penley	2514 Legion Street	Support	Have no impact on me	The road closure would benefit the campus of PCC due to a new residence hall that would be build across Rawson. Having students cross the road would hinder the traffic if it was not closed.
689	Elizabeth Shertzer	4880 Cerny Road	Support	Have no impact on me	It will save the county money and it will help Pensacola Christian College, a faithful business in our community for many years.
690	Jonathan Shertzer	4880 Cerny Road	Support	Have no impact on me	The road needs to be fixed I that it will not flood every time it rains. I think that Pensacola Christian will make the needed repairs. I also think that giving the road to Pensacola Christian will help to support a good ministry in the community.
691	Tyler Dickenson	380 N Crow rd. apt. D	Support	I-10 tripple dimond shortcut.	in support of the expansion of Pensacola Christian College campus and for the safety of the college students.
692	Marlene Jekel	26 Cummings Rd	Support		Safety and welfare of several thousand students.

	A	B	E	F	G
693	Marshall Jackson	250 Brent Ln. Pensacola, FL 32503	Support	Have no impact on me	Because Pensacola Christian College needs it closed in order to build another dorm building for more students. They deserve this because they have done tons to help out the community.
694	Brent Wertz	6366 Antietam Drive	Support	Have no impact on me	Take the county savings to expedite the building of the new county jail. Get the officers, staff, and inmates in a safe environment. Saves county money.
695	Kelly	109 Bramble Way Griffin, Georgia	Support		
696	Dan and Laura Welker	1170 W. 9 1/2 ml rd, Pensacola, Fl.32534	Support	Adjust some non-work related driving routes, worth the effort	Thank-you. safety for the student body at PCA & benefits to local economy
697	Maribeth Edmonds	8 Scarlett Lane	Support	Increase my travel time to and from work	
698	Diann Bailey	6079 saint Alban rd	Support	Have no impact on me	
699	John E. Durrand	289 St. Sabas St. Pensacola	Support	Have no impact on me	
700	Jean Durrand	289 Saint Sabas Street (Norwood) Pensacola, FL	Support	Have no impact on me	
701	James McDonald	5619 St. Amatus Rd.	Support	Have no impact on me	If the college will make the improvements the county won't or can't make, then let them do it. And if it helps the college to grow by acquiring the road, then I say that would be a good thing for the community.
702	Andrea McDonald	5619 St. Amatus Road	Support	Have no impact on me	Rawson Lane might be maintained better. It would cut the amount of traffic through Norwood.
703	Robert Cates	6311 Whiteoak Dr	Support	Have no impact on me	
704	Zach	1380 Ridgeway	Support	Have no impact on me	New dorm and road already in bad shape, gets flooded each time it pours during the summer
705	John Oglesby	7321 Martinique Road	Support	Have no impact on me	Win Win for Escambia County and the tax paying citizens.

	A	B	E	F	G
706	Nathan Spitsbergen	282 Saint Sabas Street	Support	Have no impact on me	I can take the I-110 exit to get between Airport & Brent. We live on the corner of Rawson & Sabas and believe the closing will reduce traffic and provide a safer environment for our 4 children.
707	Allison Brunner	PCC Box 1014 250 brent lane pensacola florida 23503	Support	Have no impact on me	It will help with the building of a new residence hall for my college
708	Christina Gruber	5791 Eagles Landing Pensacola FL 32503	Support	Have no impact on me	There are a lot of students that cross the road so safety their safety is a concern. It would also allow for the school to expand and build another dorm which would increase revenue for the county.
709	Cindy Graby	5400 Rawson Lane, Apt 132	Support	It would affect some of my traffic patterns, but I don't think it would significantly increase travel time.	It would improve campus security and safety for PCC and allow them to build an additional residence hall without having hundreds of college students crossing a public road multiple times a day.
710	Cody Bryant	200 St. Eusebia Street	Support	Have no impact on me	The road needs maintenance. The college, if granted access, would pay for the maintenance of the road. This closure would also help the county financially. This closure of the road is a great move for the college and the county. I support this closure.
711	Traci Henderson	6252 Confederate Dr.	Support	little impact on me	I don't use Rawson lane very much. It would help PCC to close the road. I use old Palafox or the service road to get to Brent Lane.
712	Heather Sharp	2033 Bay Point Blvd	Support	Have no impact on me	I support PCC, as I work there and am a student. I have seen how unsafe it has been for the students. Safety is pertinent, and I believe our students will be safer it Rawson lane were closed down.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12121 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 05/04/2017

Issue: 5:32 p.m. Public Hearing to Consider an Ordinance Amending Chapter 30 Relating to the County's Habitat Conservation Plan for Perdido Key

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing to consider adopting an Ordinance amending Chapter 30 of the Code of Ordinances to establish guidelines for complying with Escambia County's Habitat Conservation Plan for Perdido Key.

Recommendation: That the Board adopt an Ordinance amending Chapter 30 to add Article VII - Perdido Key Habitat Conservation; establishing guidelines for complying with Escambia County's Habitat Conservation Plan for protecting native wildlife; establishing restrictions on personal property left unattended overnight; providing for severability; providing for inclusion in the Code; and providing for an effective date.

BACKGROUND:

In February 2004, the US Fish and Wildlife Service revised habitat boundaries for the Perdido Key beach mouse that resulted in a cumbersome federal permit process that took years to complete for Perdido Key landowners. In 2008, the Board initiated the process to obtain a Habitat Conservation Plan/Incidental Take permit to provide a more efficient permit process at the local level. The County received approval in December 2015 to authorize development on the Key as it relates to federally protected species such as nesting shore birds, sea turtles, and beach mice. The proposed amendment to Chapter 30 codifies concepts of the approved Habitat Conservation Plan.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The draft Ordinance was prepared by Assistant County Attorney Bobbie Ellis-Wiggins and was advertised in the Pensacola News Journal on April 22, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy A.7.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance-PK HabitatConservationPlan

PK HabitatConservationPlanPowerPoint

ORDINANCE 2017-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING PART 1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, AS AMENDED; AMENDING CHAPTER 30 TO ADD ARTICLE VII – PERDIDO KEY HABITAT CONSERVATION; ESTABLISHING GUIDELINES FOR COMPLYING WITH ESCAMBIA COUNTY'S HABITAT CONSERVATION PLAN FOR PROTECTING NATIVE WILDLIFE; ESTABLISHING RESTRICTIONS ON PERSONAL PROPERTY LEFT UNATTENDED OVERNIGHT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Fish and Wildlife Service (FWS) has issued an Incidental Take Permit Associated with a Habitat Conservation Plan to Escambia County; and

WHEREAS, the Incidental Take Permit governs the "take" of the Perdido Key Beach Mouse, Sea Turtles, and Piping Plovers Incidental to Private Development and Escambia County-Owned Lands and Infrastructure Improvements on Perdido Key, Florida; and

WHEREAS, Escambia County was required to submit its Habitat Conservation Plan (HCP) in conjunction with the Incidental Take Permit application process; and

WHEREAS, the purpose of Escambia County's HCP is to develop a framework for effectively conserving and improving the productivity of the Perdido Key beach mouse, sea turtle, and shorebird habitats on Perdido Key while providing County residents with a means for allowing "take" of, or impacts to, such species and associated habitats incidental to otherwise lawful activities; and

WHEREAS, implementation of the programs and policies contained in the HCP will allow County residents to engage in such activities in a manner compatible with the protection of the Perdido Key beach mouse, sea turtle, and shorebirds, and associated habitats; and

WHEREAS, the HCP "take" provisions allow minimized impacts to the protected species and associated habitats resulting from activities such as beach cleanup, use of recreational beach equipment, beach concessions, and similar activities performed according to County authorization; and

WHEREAS, the Board of County Commissioners has determined that because Escambia County's obligations under the FWS Incidental Take Permit are limited to the geographic area identified in the HCP, the ordinance enacted hereby properly regulates such geographic area differently than it regulates other areas of the County; and

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WHEREAS, the Board of County Commissioners has also determined that in order to comply with its obligations under the FWS Incidental Take Permit it must establish guidelines for identifying activities authorized under the HCP; and

WHEREAS, the Board of County Commissioners finds that both the HCP and the guidelines established hereby serve important public purposes and are in the best interest of the County and its citizens.

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

SECTION 1. Chapter 30, Article VII, of the Escambia County Code of Ordinances is hereby created as follows:

Sec. 30-300. Short title.

This article shall be known as the "Perdido Key Habitat Conservation Ordinance," and may be cited as such.

Sec. 30-301. Legislative findings and intent.

(a) The board of county commissioners finds that it is in the best interest of county residents to establish guidelines for compliance with the Incidental Take Permit associated with a Habitat Conservation Plan issued to Escambia County by the United States Fish and Wildlife Service.

(b) It is declared by the board of county commissioners that it shall be a violation of this article to fail to comply with the conservation practices specified herein.

Sec. 30-302. Jurisdiction.

This ordinance shall be effective within the unincorporated areas of Escambia County.

Sec. 30-303. Definitions.

Terms not specifically defined in this article shall be interpreted in accordance with those definitions provided in the remainder of this Chapter 30. The following terms and phrases, when used in this article, shall have the following meanings, unless the context clearly indicates a different meaning:

(a) *Beach Vendor* means a commercial enterprise that provides public or private services on the Gulf front beaches of Perdido Key, including but not limited to beach chair or lounge rentals, umbrella rentals, mechanical beach cleaning, and other such rental, concession, or commercial beach services.

(b) *Conservation Practices* means practices designed to minimize impacts to federally protected species and their associated habitats as provided herein.

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(c) *Federally Protected Species* means the Perdido Key beach mouse, sea turtles, and shorebirds, as such species are more particularly described in the Escambia County Habitat Conservation Plan.

(d) *Native Vegetation* means primary, secondary, and scrub vegetation, scrub dunes, and other such native vegetation that sustains the essential life history functions of federally protected species.

(e) *Nest Marking Authority* means the entity authorized to place nest markers to protect and monitor sea turtle and shorebird nests, currently Florida Fish and Wildlife Conservation Commission and National Audubon Society as to shorebird nesting areas and the Florida Park Service as to sea turtle nests.

(f) *Perdido Key Gulf Front Property* means, for purposes of this Perdido Key Habitat Conservation Ordinance only, privately-owned Gulf front lands on Perdido Key in an area bordered on the west by the Florida/Alabama state line, on the south by the mean high water line of the Gulf of Mexico, and on the north by the 1975 Coastal Construction Control Line as recorded in the official records of Escambia County (Plat Book 9, Page 72 A-P).

(g) *Perdido Key Habitat Conservation Plan Coordinator* (HCP Coordinator) means the county administrator or his/her designee.

(h) *Perdido Key Property South of Semmes Road* means all privately-owned lands on Perdido Key bordered on the north by Semmes Road and continuing south to the intersection of the mean high water line of the Gulf of Mexico.

(i) *Personal Property* means any personal property, including but not limited to all types of furniture, furnishings, canopies, tents, huts, umbrellas, motorized and non-motorized watercraft and vessels, watersports equipment, land sports equipment, decorations, fire pits, cooking equipment, clothing, food, litter, supplies, and personal articles.

(j) *Sunrise* means the phenomenon of the sun's daily appearance on the eastern horizon as a result of the earth's rotation; the time at which the first part of the sun becomes visible in the morning at a given location.

(k) *Sunset* means the phenomenon of the sun's daily disappearance below the western horizon as a result of the earth's rotation; the time at which the last part of the sun disappears below the horizon in the evening at a given location.

(l) *Temporary Beach Storage Box* means the storage box operated by beach vendors for storage of rental equipment and authorized for use on Perdido Key Gulf front property as provided herein.

(m) *Wrack* means piles of seaweed, terrestrial plants, marine algae, and animal remains that wash ashore and are found in the tideline.

Sec. 30-303. Conservation Practices.

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To minimize impacts to federally protected species and their associated habitats, the following conservation practices shall be observed:

(a) As to Perdido Key Gulf front property:

1. *Unattended personal property*. All unattended personal property, including but not limited to items used by beach vendors to provide rental or concession services, shall be removed daily from Perdido Key Gulf front property for the period beginning one hour after sunset through one hour after sunrise.

2. *Wrack management*. Natural deposits of wrack shall be left in place due to wildlife benefits from forage and cover unless health risks or nuisance odor conditions require removal as specified herein.

3. *Mechanical beach cleaning*.

a. Mechanical beach cleaning shall be coordinated with and approved by the HCP coordinator during shorebird nesting season (March 1 – August 31) and sea turtle nesting season (May 1 – October 31).

b. Mechanical beach cleaning shall not occur within 200 feet of areas marked for shore bird nesting.

c. Mechanical beach cleaning may not occur at a frequency greater than monthly except in response to unusual events such as high winds, storms, red tide, or drift algae accumulation that create health risks or nuisance odor conditions and that may require removal of large amounts of wrack.

d. When removal of large amounts of wrack is deemed necessary, the HCP coordinator may approve alternative methods of and frequencies for mechanical beach cleaning. For example, after one full tidal cycle has occurred, the HCP coordinator may approve removal of up to 2/3 of deposited wrack, provided the material is buried at the seaward edge of dune vegetation.

4. *Prior permit requirements*. A copy of an approved Florida Department of Environmental Protection Coastal Construction Control Line permit shall be provided to the HCP coordinator prior to initiating activities requiring such permit.

5. *Temporary beach storage boxes.*

a. Temporary beach storage boxes shall be no larger than four feet wide by eight feet long unless different dimensions are specifically authorized by the HCP coordinator upon written request therefor.

b. Temporary beach storage boxes shall be placed approximately ten feet from the southern edge of the dune vegetation line.

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c. Temporary beach storage boxes shall be capable of being removed in their entirety in the event of a declared emergency.

d. Multiple storage boxes at a vending location shall be placed at least 50 feet apart and positioned perpendicular to the water's edge.

(b) As to Perdido Key property south of Semmes Road, all native vegetation shall be protected as habitat for the Perdido Key beach mouse as follows:

1. *Cutting and chemical applications*. No native vegetation shall be cut, pruned, or removed, and no herbicide or pesticide shall be applied.

2. *Land disturbance activities*. All land disturbance activities are prohibited without either:

a. Prior authorization from the HCP coordinator upon written request therefor; or

b. A permit authorizing impact to beach mouse habitats, which shall be provided to the HCP coordinator prior to initiating activities requiring such permit.

Sec. 30-304. Violations.

(a) Except as otherwise provided herein, failure to comply with the conservation practices prescribed herein shall be a violation of this article.

(b) Moving, destroying, or in any way disturbing a nest marker placed by a nest marking authority shall be a violation of this article.

(c) This article is not intended to authorize any violation of the Marine Turtle Protection Act, F.S. § 379.2431, as amended, or the Endangered Species Act.

Sec. 30-305. Exclusions.

(a) This article shall not apply to:

1. Personal property stacked or neatly arranged under or immediately adjacent to existing permanent structures and not placed on dunes or native vegetation.

2. Personal property used by persons engaged in protected species research under the authority of the United States Fish and Wildlife Service.

3. Personal property for which the county administrator or his/her designee has issued a permit as provided herein.

4. Wildlife resistant trash containers used exclusively for trash collection.

5. Nest markers placed by nest marking authorities and the placement and monitoring thereof.

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(b) Until January 1, 2018, beach vendors shall be exempt from compliance with this Perdido Key Habitat Conservation Ordinance only as to compliance with conservation practices governing beach furniture placement as specified herein.

Sec. 30-306. Permits.

(a) The county administrator or his/her designee may issue personal property permits deemed appropriate and necessary for the following:

1. To reasonably accommodate persons with disabilities;

2. For the conduct of governmental, civic, educational, or similar activities;

3. For the conduct of scientific research; or

4. For special events.

(b) Permits issued hereunder shall include the following:

1. The name and contact information of the permittee, who shall be the owner or person in possession and control of the permitted personal property;

2. The duration of the permit;

3. The conditions governing the use of the permitted personal property;

4. A description of the permitted personal property;

5. The location where the permitted personal property is allowed; and

6. A signed acknowledgement from the permittee that the permittee shall be liable for any impacts to federally protected species resulting from the permitted use.

(c) The county administrator or his/her designee may, at his/her discretion, as a condition for issuing a permit, require a refundable deposit or nonrefundable fee in amounts to be established by resolution of the board of county commissioners.

Sec. 30-307. Liability; Enforcement.

(a) Persons violating this article shall be liable for impacts to federally protected species resulting from such violations.

(b) Escambia County shall not be liable for any impacts to federally protected species resulting from violations of this article.

(c) This Perdido Key Habitat Conservation Ordinance shall be enforced according to the provisions of this chapter.

SECTION 2. SEVERABILITY.

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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 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.; 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 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:

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Perdido Key Habitat Conservation Ordinance

Background

- Perdido Key Habitat Conservation Plan provides delegated authority from US Fish and Wildlife Service to Escambia County to authorize development activities while protecting endangered species and their habitat
- Adopted 12/05/2014

my escambia

Purpose of the Ordinance

- Codify aspects of the Habitat Conservation Plan to provide predictable land uses by people and habitat value by listed wildlife

Key Concepts

- Leave No Trace
  - Allow full use of the bathing beach for recreation during the day
  - Personal items removed or properly stored overnight to provide for an improved sea turtle nesting beach
  - Provide a phased approach for commercial chair rentals to comply through storage boxes and portable equipment
  - Unlike Pensacola Beach, County staff will not remove personal items from the private beach
  - Violations will be addressed through the code enforcement process (Chapter 162 F.S.)

my escambia

Key Concepts

- Nest marking and monitoring
  - Provides authorization for the County, or designee, to mark and monitor sea turtle nests
  - Provides authorization for the County, or designee, to mark and monitor shore bird nesting areas to minimize inadvertent harm to eggs and hatchlings

Key Concepts

- Dunes and Natural Vegetation
  - Provides protection for native vegetation south of Semmes Road as the primary habitat for Perdido Key beach mice
  - Provide Regulations regarding wrack (seaweed) management on the beach as a food source for shorebirds and beach mice

Board Direction

- Timeline for commercial chair rentals to comply

AI-12146 **10.**
BCC Regular Meeting
Meeting Date: 05/04/2017
Issue: Committee of the Whole Recommendation
From: Pam Childers, Clerk of the Circuit Court & Comptroller

Recommendation:
Committee of the Whole Recommendation.

Recommendation: That the Board direct staff to move forward with the items in "Plan A-Citizens' Requests Past Safe Neighborhood Designations" that are not sidewalks, come back to a Board meeting to start a program through Local Option Sales Tax, setting aside $500,000 each year and attempting to match that each year, to construct sidewalks in the neighborhoods in Plan A first, and develop a plan for spending the Safe Neighborhood funds available for projects, other than sidewalks, in Plan A, as recommended by the Committee of the Whole (C/W), at the April 25, 2017, Committee of the Whole/Economic Development Summit (C/W #5).

Attachments

20170425 CW Backup

Safe Neighborhood Funding Plan

Committee of the Whole

April 25, 2017

C/W #5

Summary
Safe Neighborhood Crime Prevention Program

Funds	Amount
Annual Revenue	$148,000
Fund Balance	$598,000

- Funds are regulated by FS 775.083(2)
- Revenue funds are collected through the local court system from felonies and misdemeanors.

Previous Funded Projects
✓Demolitions
✓Lot Abatements
✓Neighborhood Cleanups
✓Streetlights
✓Security surveillance cameras (community centers)

CW #5

Safe Neighborhoods Areas

	Past Designation	Current Designation
Mayfair/Oakcrest	2008-2011	2016-2020
Lincoln Park	2008-2011	
Ensley	2008-2011	
Myrtle Grove	2010-2013	2016 - 2020
Wedgewood	2012-2015	
Avondale	2012-2016	
Crescent Lake		2014-2017
Atwood/Northcross		2016-2020
Carriage Hills		2016-2020
Montclair		2016-2020
Cantonment **(BCC approval 4.20.17)**		2017-2021

C/W #5

Plan A – Citizens' Requests
Past Safe Neighborhood Designations

D2	**Mayfair/Oakcrest**	*Traffic calming (Speed bumps)* *Additional Security Cameras and Monitors*
D3	**Lincoln Park**	*Neighborhood Cleanup*
D3	**Ensley**	*Sidewalk*
D1/D2	**Myrtle Grove**	*Sidewalks* *Neighborhood Cleanup*
D3	**Wedgewood**	*Streetlights* *Sidewalks* *Increase Community Policing* *Signage for Monthly Meetings* *Neighborhood Cleanup* *Crime Prevention classes*
D1	**Avondale**	*Streetlights* *Traffic calming (Speed bumps)* *Security Cameras* *Neighborhood Cleanup*

Note: Streetlights have Recurring Annual Cost

C/W #5

Plan B – Citizens' Requests
Current Safe Neighborhood Designations

D2	**Crescent Lake**	*Neighborhood Watch Newsletters* *Community Garden*
D4	**Atwood/Northcross**	*Neighborhood Cleanup*
D1	**Carriage Hills**	*25 Streetlights retrofit to LED in Creek Side Oaks* *Curb number kit for addressing* *Signage for monthly meeting*
D3	**Montclair**	*Property Acquisitions & Demolitions* *in Blighted Areas (Diego Circle/Erress Blvd)*
D5	**Cantonment**	*Phase 2 LED Streetlights Project (200)* *Sidewalks* *Community Center*

Note: Streetlights have Recurring Annual Cost

BOARD DIRECTION

10. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the March 9, 2017, C/W Workshop:

A. 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 (C/W #4);

B. 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 (C/W #6); and

C. Reduce the cost of Pensacola Beach Annual Pass to $20 effective May 1, 2017 (C/W #7).

SELECTION CRITERIA: orgn.fund='101'
ACCOUNTING PERIOD: 7/17 - INCLUDE PREVIOUS YEAR ACCOUNTS

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND-101 ESCAMBIA CTY RESTRICTED
TOTAL COST CNTR-370104 SAFE NEIGHBORHOOD PROGRAM
1ST SUBTOTAL-51000 PERSONAL SERVICES

ACCOUNT		CURRENT YEAR BUDGET	CURRENT YEAR EXP + ENC	CURRENT YEAR BALANCE	CURRENT YEAR %	PRIOR YEAR BUDGET	PRIOR YEAR EXP + ENC	PRIOR YEAR BALANCE	PRIOR YEAR %
51201	REGULAR SALARIES &	45,783.00	23,770.81	22,012.19	51.92	44,455.00	23,436.41	21,018.59	52.72
52101	FICA TAXES	3,502.00	1,580.03	1,921.97	45.12	3,401.00	1,591.84	1,809.16	46.81
52201	RETIREMENT CONTRIB	3,443.00	1,787.54	1,655.46	51.92	3,227.00	1,701.53	1,525.47	52.73
52301	LIFE & HEALTH INSU	9,871.00	9,939.56	-68.56	100.69	9,000.00	9,451.35	-451.35	105.02
52401	WORKER'S COMPENSAT	100.00	75.00	25.00	75.00	111.00	55.50	55.50	50.00
TOTAL-51000	PERSONAL SER	62,699.00	37,152.94	25,546.06	59.26	60,194.00	36,236.63	23,957.37	60.20
53401	OTHER CONTRACTUAL	64,304.00	66,314.00	-2,010.00	103.13	2,000.00	.00	2,000.00	.00
54001	TRAVEL & PER DIEM	2,000.00	1,208.30	791.70	60.42	.00	.00	.00	.00
54101	COMMUNICATIONS	1,500.00	624.62	875.38	41.64	982.00	422.89	559.11	43.06
54201	POSTAGE & FREIGHT	10,000.00	6,207.00	3,793.00	62.07	5,000.00	6,536.22	-1,536.22	130.72
54301	UTILITY SERVICES	40,000.00	16,794.08	23,205.92	41.99	212,000.00	28,122.60	183,877.40	13.27
54401	RENTALS & LEASES	1,000.00	210.50	789.50	21.05	.00	.00	.00	.00
54501	INSURANCE/SURETY B	1,000.00	487.00	513.00	48.70	.00	.00	.00	.00
54601	REPAIR & MAINTENAN	1,000.00	.00	1,000.00	.00	.00	.00	.00	.00
54701	PRINTING & BINDING	9,145.00	6,632.84	2,512.16	72.53	5,000.00	6,937.45	-1,937.45	138.75
54801	PROMOTIONAL ACTIVI	2,500.00	190.02	2,309.98	7.60	1,000.00	.00	1,000.00	.00
55101	OFFICE SUPPLIES	1,000.00	154.78	845.22	15.48	2,500.00	322.98	2,177.02	12.92
55201	OPERATING SUPPLIES	7,671.33	5,176.11	2,495.22	67.47	5,000.00	1,263.43	3,736.57	25.27
55501	TRAINING/REGISTRAT	500.00	.00	500.00	.00	.00	.00	.00	.00
TOTAL-53000	OPERATING EX	141,620.33	103,999.25	37,621.08	73.44	233,482.00	43,605.57	189,876.43	18.68
58301	OTHER GRANTS & AID	5,000.00	.00	5,000.00	.00	.00	.00	.00	.00
TOTAL-58000	GRANTS AND A	5,000.00	.00	5,000.00	.00	.00	.00	.00	.00
59801	RESERVES	598,632.00	.00	598,632.00	.00	631,925.00	.00	631,925.00	.00
TOTAL-59000	OTHER USES	598,632.00	.00	598,632.00	.00	631,925.00	.00	631,925.00	.00
TOTAL-370104	SAFE NEIGHBO	807,951.33	141,152.19	666,799.14	17.47	925,601.00	79,842.20	845,758.80	8.63

Additional Backup
4-25-17 C/W #5

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-12115 **Clerk & Comptroller's Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/04/2017
Issue: March 2017 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the March 31, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2017, as required by Ordinance Number 95-13; on March 31, 2017, the portfolio market value was $280,334,157 and portfolio earnings totaled $208,213 for the month; the short-term portfolio yield was 0.64%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.67%; the long-term CORE portfolio achieved a yield of 1.36%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.46%.

Attachments

March 2017 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
March 31, 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
March 31, 2017

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value February 28, 2017	Market Value March 31, 2017
Bank Accounts	$ 25,842,125	$ 31,975,171
Money Market Accounts	60,512,792	60,533,436
State Board of Administration	59,885,866	39,932,386
Local Government Investment Pools	25,048,864	25,068,851
Certificates of Deposit	20,107,859	20,107,859
Money Market Mutual Fund	509,535	590,718
U.S. Treasury Bond/Notes	40,667,972	40,640,359
Federal Agency Bond/Note	36,631,418	36,615,611
Municipal Bonds	3,939,392	3,942,259
Corporate Notes	19,750,079	19,728,623
Commercial Paper	1,198,130	1,198,886
Total Portfolio Assets:	$ 294,094,032	$ 280,334,157
Current Month Earnings:	**$ 221,953**	**$ 208,213**
Fiscal Year to Date Earnings:	**$ 880,360**	**$ 1,088,573**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	February 28, 2017	March 31, 2017
Market Value	**$ 191,397,505**	**$ 177,617,702**
Short Term Portfolio Yield:	**0.66%**	**0.64%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.59%	0.67%
Fiscal YTD Earnings:	**$ 387,846**	**$ 488,962**

ENHANCED CASH PORTFOLIO:	February 28, 2017	March 31, 2017
Market Value	**$ -**	**$ -**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.00%**	**0.00%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.88%	1.07%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.17%	1.26%
Effective Duration (Years)	**0.00**	**0.00**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.80	1.86
Fiscal YTD Earnings:	**$ 3,316**	**$ 3,316**

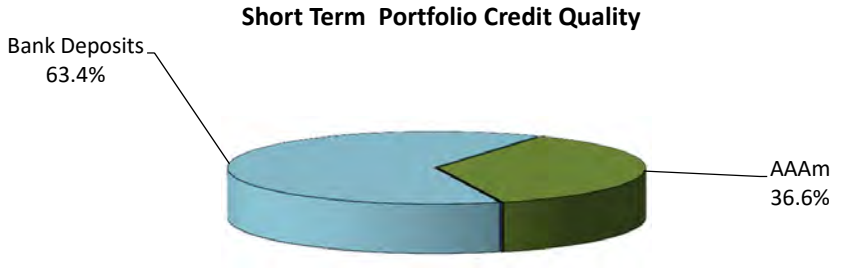
LONG TERM CORE PORTFOLIO:	February 28, 2017	March 31, 2017
Market Value	**$ 102,696,527**	**$ 102,716,456**
CORE Portfolio Yield to Maturity at Cost:	**1.35%**	**1.36%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.40%	1.46%
CORE Portfolio Total Return:	**0.18%**	**0.06%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.15%	0.05%
Effective Duration (Years)	**2.51**	**2.42**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.61	2.67
Fiscal YTD Earnings:	**$ 489,198**	**$ 596,295**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016-2017
March 31, 2017

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

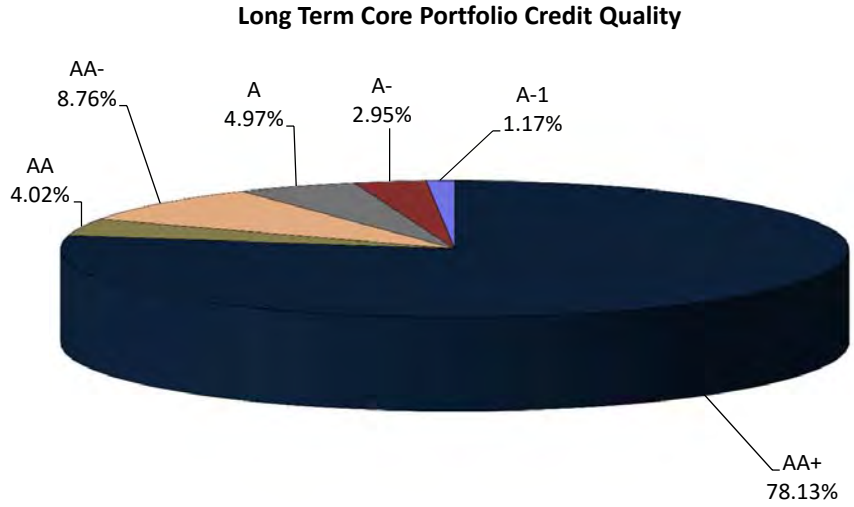
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 31,975,171	18.0%
Money Market Accounts	60,533,436	34.1%
Certificates of Deposit	20,107,859	11.3%
State Board of Administration	39,932,386	22.5%
Local Government Investment Pools	25,068,851	14.1%
Total Short Term Portfolio Assets:	**$ 177,617,702**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 40,640,359	39.6%
Federal Agency Bond / Note	36,615,611	35.6%
Municipal Obligations	3,942,259	3.8%
Commercial Paper	1,198,886	1.2%
Corporate Note	19,728,623	19.2%
Money Market Mutual Fund - Federated Government	590,718	0.6%
Total Long Term Core Portfolio Assets:	**$ 102,716,456**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
March 31, 2017

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	39,932,386	14.2%	25%	Yes
United States Treasury Securities		40,640,359	14.5%	100%	Yes
Federal Instrumentalities		36,615,611	13.1%	50%	Yes
Local Government Investment Pools		25,068,851	8.9%	50%	Yes
Certificates of Deposit		20,107,859	7.2%	50%	Yes
Savings Accounts		60,533,436	21.6%	50%	Yes
Commercial Paper		1,198,886	0.4%	25%	Yes
Corporate Notes		19,728,623	7.0%	25%	Yes
State and/or Local Government Debt		3,942,259	1.4%	25%	Yes
Bank Accounts - Bank of America		31,975,171	11.4%	100%	Yes
Money Market Mutual Fund		590,718	0.2%	50%	Yes
Total Investment Holdings	**$**	**280,334,157**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	1,007,884	0.4%	5%	Yes
Apple Inc. Corporate Notes	750,295	0.3%	5%	Yes
Bank Accounts - Bank of America	31,975,171	11.4%	100%	Yes
Bank of New York Mellon Corporate Notes	1,999,630	0.7%	5%	Yes
BBVA Compass	5,022,551	1.8%	15%	Yes
Berkshire Hathaway Inc	620,310	0.2%	5%	Yes
BNP Paribas	1,198,886	0.4%	5%	Yes
Centennial Bank	20,072,643	7.2%	15%	Yes
Chevron Corporation Corp Notes	748,751	0.3%	5%	Yes
Cisco Systems Inc.	2,006,414	0.7%	5%	Yes
City of New York	1,711,084	0.6%	5%	Yes
Colgate-Palmolive Co	746,963	0.3%	5%	Yes
Exxon Mobil Corporate Notes	1,001,719	0.4%	5%	Yes
Federal Home Loan Bank (FHLB)	15,009,541	5.4%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	8,128,458	2.9%	25%	Yes
Federal National Mortgage Association (FNMA)	13,477,612	4.8%	25%	Yes
Fidelity Institutional Government MMF	590,718	0.2%	25%	Yes
FLCLASS	5,023,584	1.8%	25%	Yes
Florida Prime (SBA)	39,932,386	14.2%	25%	Yes
Florida Local Government Investment Trust	20,045,267	7.2%	25%	Yes
General Electric Corporate Notes	2,505,418	0.9%	5%	Yes
Hancock Bank	27,729,913	9.9%	15%	Yes
HSBC Holdings PLC	1,000,501	0.4%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
March 31, 2017

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes		2,000,448	0.7%	**5%**	**Yes**
Mississippi State		761,064	0.3%	**5%**	**Yes**
Pepsico, Inc.		1,074,348	0.4%	**5%**	**Yes**
Pfizer Inc Corporate Notes		1,008,628	0.4%	**5%**	**Yes**
Servisfirst Bank		27,816,187	9.9%	**15%**	**Yes**
State of Connecticut		683,849	0.2%	**5%**	**Yes**
Toyota Motor Corp		1,502,523	0.5%	**5%**	**Yes**
United States Treasury Securities		40,640,359	14.5%	**100%**	**Yes**
University of WA Taxable Revenue Bonds		786,262	0.3%	**5%**	**Yes**
Wells Fargo &Company Corporate Notes		1,754,793	0.6%	**5%**	**Yes**
Total Investment Holdings	**$**	**280,334,157**	**100.0%**		

AI-12128 **Clerk & Comptroller's Report 11. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/04/2017
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 Attorney-Client Session held April 13, 2017;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 13, 2017;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 20, 2017; and

D. Approve the Minutes of the Regular Board Meeting held April 20, 2017.

Attachments

20170413 CW Workshop
20170420 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD APRIL 13, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:13 a.m. – 3:09 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
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office
Angela Crawley, Assistant to the County Administrator

AGENDA NUMBER

1. Call to Order

   Chairman Underhill called the Committee of the Whole (C/W) Workshop to order at 9:13 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 April 8, 2017, in the Board's Weekly Meeting Schedule.

AGENDA NUMBER – Continued

3. VT Mobile Aerospace Engineering, Inc. (VTMAE) Update

A. Board Discussion – The C/W was provided an update on the VT Mobile Aerospace Engineering, Inc. (VTMAE) project by David Penzone, City of Pensacola Business Consultant, that included information on construction, finances, and workforce development, and the C/W:

(1) Upon inquiry by Commissioner Barry, was advised by Mr. Penzone that the funds that have not been received from the Florida Department of Transportation have no issues preventing them from being received, the local funds from Escambia County and the City of Pensacola of $8,000,000 and the funds from VTMAE of $7,500,000 creates additional funding that causes the grants to kick in, and he is confident that the $15,500,000 from the County, City, and VTMAE all meet the Florida Department of Transportation guidelines for the matching funds;

(2) Upon inquiry by Commissioner Underhill, was advised by Mr. Penzone that there are 19 Escambia County subcontractors employed on this project for the construction, which have approximately $9,300,000 of the project, and based on information provided by Greenhut, there are approximately 85-100 employees of the local subcontractors directly on site, in addition to the people who work behind the scenes supporting the project, which Greenhut estimates to be another 30-50 individuals who are drawing wages from the project; and

(3) Heard the request from Commissioner May for information concerning the number of small and minority-owned businesses employed on the project; and

B. Board Direction – None.

AGENDA NUMBER – Continued

4. Mass Transit Advisory Committee (MTAC) 2016 Annual Report

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Mass Transit Advisory Committee (MTAC) 2016 Annual Report*, presented by Lori Webster, MTAC Chairman, and the C/W:

(1) Was advised by Ms. Webster that:

(a) In 2016, MTAC focused on defining goals for improving Escambia County's public transit, and to accomplish this, the Committee met eight times, and established nine short-term goals and nine long-term goals;

(b) MTAC is assembling a program to request non-paid "Ambassadors" to ride the bus, promote the bus system, and illustrate how using Escambia County Area Transit (ECAT) can improve or complement transportation needs;

(c) ECAT and MTAC reviewed customer feedback and found there are three main complaints that they will be working to address, as follows:

- Lack of service in specific areas
- Limited hours of operation that do not align with work and/or school hours
- Lack of service on Sundays and holidays

(d) Even though total ridership, rides per hour, and total farebox revenue decreased in 2016, rider feedback has indicated that the overall rider experience improved in 2016; and

(e) MTAC is committed to working to achieve their goals and has agreed to meet monthly instead of quarterly;

(2) Was advised by Colby Brown, Public Works Department, that changes have been implemented in accordance with Phase I of the Comprehensive Operational Analysis, Phase II is in progress, and there has been positive feedback regarding the changes made to routes and amenities at the bus stops;

(Continued on Page 4)

AGENDA NUMBER – Continued

4. Continued…

   A. Continued…

      (3) Was advised by Tonya Ellis, ECAT, that:

         (a) The number of youth riding ECAT in the summer of 2016 increased nearly eight times over previous years when there was a $25 fee for the summer program;

         (b) Gas prices decreased 13% from 2015 to 2016, and ridership decreased 5%, not including the UWF trolley and Beach trolley;

         (c) The annual "Dump the Pump" Day to encourage use of public transportation is in mid-June; and

         (d) County staff recently met with Navy Federal Credit Union, who will survey their employees to see if there is interest in that area for public transportation; and

      (4) Heard Commissioner Barry suggest that ECAT have some events over the summer to promote ridership; and

   B. Board Direction – None.

5. Community Redevelopment Agency (CRA) Performance Measures Report

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Discussion Concerning CRA Performance Measures*, presented by Clara Long, Division Manager, Neighborhood and Human Services Department, and heard comments from Commissioner May requesting that staff come back in five or six weeks with data from successful CRAs, and work with economic development organizations to focus on creating jobs in CRAs; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

6. Summer Youth Employment Program (SYEP)

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Summer Youth Employment Program (SYEP)*, presented by Carla Jones, Division Manager, Neighborhood and Human Services Department, and the C/W:

(1) Was advised by Ms. Jones that:

(a) The SYEP will cost $76,248 for 30 students, and the training materials cost of $3,000 is a one-time cost; and

(b) Participation will be first come first served, unless there are more applicants than job slots, and in that case, a lottery system will be implemented;

(2) Was advised by Tonya Gant, Director, Neighborhood and Human Services Department, that this year is the pilot program, in order to overcome any issues that can be avoided next year when the program is expanded; and

(3) Heard comments from Commissioner May concerning providing the soft-skills training to as many youth as want to participate, whether or not there is a job for them in the program, due to the benefit they will receive from the training; and

B. Board Direction – The C/W recommends that the Board direct staff to prepare a recommendation for the April 20, 2017, Regular Board of County Commissioners meeting, to:

(1) Implement the Summer Youth Employment Program;

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

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

Recommended 5-0

AGENDA NUMBER – Continued

7. Review of Local Government Contribution for Florida Housing Finance Corporation (FHFC) Tax Credit Applications

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Multifamily FHFC Tax Credit Application Review Process*, presented by Meredith Reeves, Division Manager, Neighborhood and Human Services Department, and the C/W:

(1) Was advised by Ms. Reeves that this presentation is a follow-up to Board direction to develop a vetting process for tax credit developers who want to apply for funding through Florida Housing Finance Corporation's (FHFC) annual cycle, and:

(a) Staff proposes the following minimum thresholds:

- A preliminary site plan and elevation
- All six of Florida Housing's mandated Ability to Proceed forms completed in the affirmative
- Not located in a Federal Emergency Management Agency flood hazard area (new construction)
- Not located in a "Racially and Ethnically Concentrated Area of Poverty" (RECAP) Area, which would include four Census Tracts in Escambia County (new construction)
- Completion of a General Application Form to collect information on the development
- Staff will verify that the developer is not debarred from federal projects or FHFC projects or on the FHFC non-compliance listing
- Developer must submit a Pre-Application Review from Development Services with comments and something comparable from the City of Pensacola if the development is in the City limits
- Evidence of Community Outreach

(Continued on Page 7)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(1) Continued…

(b) Staff proposes to score by evaluating the following criteria:

- Developer Experience
- Property Management Team Experience
- Design Aesthetics
- Resident Programs Offered
- Local Contractors
- Local Partnerships
- Evidence of Community Support
- Target Areas
- Financial Capacity (possibly use an outside consultant for evaluation)
- Local Community Benefits
- Ability to Proceed

(c) Current weighting adds up to a maximum of 105 total points, with emphasis on experience, design, community support, and community benefits; and

(d) If the proposed process is approved, it will provide a framework for use when FHFC opens their calendar in the fall for two cycles/sets of proposed developments and this would give time to have developers meet with development services, hold community outreach meetings, and gather information for submission to the County;

(2) Upon inquiry by Commissioner Barry, was advised by Ms. Reeves that FHFC requires amenities and can provide verification to the County if the County provides funding, or the County can request the annual report from the developer; and FHFC reviews the restrictive covenants and inspects at least annually depending on the financing;

(Continued on Page 8)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(3) Was advised by Commissioner Barry concerning the Board taking action to state that any action taken by the Board (i.e., Tax Equity and Fiscal Responsibility Act Public Hearings) is considered County resources invested into the project, regardless of any funding involved, and therefore, any information the County requires should be provided by the developer;

(4) Agreed to proceed with the implementation of the process and begin assessing applications as they are submitted and that staff should proceed with, or revise, the items presented for Board Direction, as follows:

(a) Proceed with a minimum threshold of 80 points for approval;

(b) Reduce the weighting of Financial Capacity from 10 to 5, so there is a potential score of 100 points;

(c) Not have an outside agency review of each developer's financial feasibility;

(d) Hold developers within the City of Pensacola limits to the same requirements as those in the rest of the County; and

(e) Form a group of professional County staff members and a representative from the affected neighborhood to review applications and present the results to the Board, with details as to how the score was attained;

(5) Heard Commissioner Underhill ask County Attorney Rogers to ensure that this approval process is in compliance with all guidance, if the Board risks denying a developer access to due process by requiring a score of 80 or more in order to be considered by the Board for approval, and if there needs to be an appeal process; and

(6) Upon inquiry by Commissioner May, was advised by Ms. Reeves that evidence of community support includes providing minutes of any community outreach meetings, and letters from the head of the neighborhood organization or other community partners in the area; and

B. Board Direction – None.

AGENDA NUMBER – Continued

8. Sign Ordinance

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Summary of Proposed Revisions to LDC Sign Regulations,* presented by Griffin Vickery, Development Services Department, and the C/W:

(1) Was advised by Mr. Vickery that:

(a) The proposed Ordinance is a complete replacement of the signage provisions that are currently in the Land Development Code (LDC);

(b) The new provisions do not regulate signs based content, and any size limitations will apply to all signs;

(c) Larger signs will be allowed through a permitting process; and

(d) The Lot Exemption is intended to apply to any property, and the only distinction is "residential" or "non-residential";

(2) Was advised by County Attorney Rogers that:

(a) A recent U.S. Supreme Court decision affects almost every local government in the United States, because historically, signage has always been broken out by types, such as commercial, advertising, political, charity, or church, with a whole list of categories and different regulations for each type;

(b) Per this decision, that can no longer be done by local governments, because someone is required to look at the sign and decide what regulations apply, which is content-based and no longer allowed; so Escambia County has been working to fix the Sign Code in order to comply, and political or campaign signs will not be treated differently;

(c) Neighborhood covenants and restrictions supersede the County Ordinance related to signage and are not enforced by the County;

(Continued on Page 10)

AGENDA NUMBER – Continued

8. Continued…

A. Continued…

(2) Continued…

(d) The County's Sign Code is not in compliance and there is risk to the County if someone is denied a sign permit for a reason that is content-based; therefore, in the interim, staff is defaulting to the most liberal standard for that zoning district to guard against treating signs differently based on content;

(e) The ban on any signs in County-owned right-of-way is still in effect and enforceable because the property owner has rights preventing the use of property against the owner's will; and

(f) The U.S. Supreme Court decision does not have to be applied retroactively;

(3) Was advised by Horace Jones, Development Services Department Director, that staff needs direction to proceed to the Planning Board for discussion and feedback in order to draft an Ordinance that is understandable and enforceable, can still regulate by the zoning district the amount of time the sign is up, construction, and illumination, and is clear; in addition, staff is not proposing for the new Ordinance to be applied retroactively, so any existing signs will not be affected;

(4) Agreed that staff should proceed as follows:

(a) Continue to apply the most liberal standard for each zoning district until the new Ordinance is effective;

(b) Contact someone in the construction and real estate industries and see how small of a sign can be used in residential districts that does not impede the ability to do business; and

(Continued on Page 11)

8. Continued…

    A. Continued…

        (4) Continued…

            (c) See what other communities are doing to comply with the U.S. Supreme Court decision, do not do anything retroactively, and consider requirements for commercial lots, residential lots, and residential lots that may be located on a major thoroughfare; and

    B. Board Direction – None.

9. Proposed Escambia County Library Services Enhancements

    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 the proposed enhancements to the Library Services include:

            (a) Creating a student library card that only allows a student to borrow three items, without accruing any fines or fees, or requiring parent permission, utilizing Escambia County School District resources to verify students are currently enrolled in order to expand the students' access to electronic resources, such as e-books, e-comics, e-picture books, at a cost of approximately $3,800 to produce the cards;

            (b) Improving internet speeds by significant improvement in infrastructure capabilities, including efforts to have a fiber line run to Molino library so it can reach broadband speeds, which requires $10,000, of which $8,000 is reimbursable;

            (c) Upgrading the drive-up windows at some libraries to be more secure for staff;

(Continued on Page 12)

9. Continued…

A. Continued…

(1) Continued…

(d) Expansion of services to the community centers by utilizing automated lockers, at a cost of $22,000 each, with a $3,000 cost for branding, that download e-books and have the capability for people to place holds on materials; in addition, the automated lockers will qualify a facility for the E-Rate program; however, they are not 100 percent waterproof so a protective structure would be needed for an outdoor installation;

(e) Investing in Radio Frequency Identification inventory technology that would allow staff to tell if an item was properly shelved, which enhances customer service by making items easier to find;

(f) A "Redbox-style" vending distribution system, to be placed in lobby areas to allow for extended hours in some locations, while staff is not in the building;

(g) Installation of different kinds of activity walls and other sensory materials; and

(h) A "maker space" in the permanent locations and a mobile "maker space" in a trolley;

(2) Was advised by Commissioner Barry that he would support using $255,000 to purchase ten of the automated lockers to place into facilities that do not currently have that capability, and get those facilities in the E-Rate program, which would be better for District 5 than purchasing three "redboxes"; and, he would support whatever action the other Commissioners would like to take in their Districts;

(3) Was advised by Commissioner May that he would like a breakdown of what patrons are checking out the most in order to see which machine would serve best in each area, and staff should utilize the County's Community and Media Relations Department to inform the public about new and innovative things going on at the Libraries; and

(4) Agreed that staff should proceed with the student library card program at this time; and

B. Board Direction – None.

AGENDA NUMBER – Continued

10. Perdido Key Habitat Conservation Ordinance

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Perdido Key Habitat Conservation Ordinance*, presented by Tim Day, Natural Resources Management Department, and the C/W:

(1) Was advised by Mr. Day that:

(a) The purpose of the Ordinance is to codify aspects of the Perdido Key Habitat Conservation Plan so that the process is predictable for those who want to use or develop on Perdido Key; and

(b) Key concepts include Leave No Trace, nest marking and monitoring, and protection for dunes and natural vegetation;

(2) Was advised by Commissioner Underhill that the Ordinance gives property owners on the island the opportunity to become partners in the process and provides a mechanism to require compliance; however, the Ordinance in the backup is a starting point, and at this time he wanted to give his opinion and get feedback from the other Commissioners before holding a meeting with beach vendors, a town hall meeting, and returning to the Board for a final discussion;

(3) Heard comments from Commissioner Robinson concerning an increase in turtle nests on Pensacola Beach since Leave No Trace was implemented, as well as some environmental tourism to see the turtle nests; and

B. Board Direction – None.

(COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

11. Revised County Vehicle Policy

A. Board Discussion – The C/W was advised by County Administrator Brown that this item can be discussed at the April 20, 2017, Regular Board meeting; and

B. Board Direction – None.

AGENDA NUMBER – Continued

12. Escambia Treating Site

    A. Board Discussion – The C/W agreed to discuss this item at a future C/W Workshop; and

    B. Board Direction – None.

13. Escambia County Wind Speed Line Designations

    A. Board Discussion – The C/W was advised by County Administrator Brown that this item can be discussed at the April 20, 2017, Regular Board meeting; and

    B. Board Direction – None.

14. AV Digital Upgrade Project Proposal

    A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *AV Digital Upgrade Project Proposal*, presented by Joy Tsubooka, Community and Media Relations, and the C/W was advised by Ms. Tsubooka that:

        (1) A digital upgrade study of the existing Audio/Video (AV) systems in the Emergency Operations Center (EOC), Board Chambers, Central Office Complex (COC), and a new system for the old courthouse was conducted in 2016, finding that the EOC system is at end of life, the COC system is close to end of life, and while the system in the Board Chambers is newer, it has continuous problems; therefore, staff is proposing moving forward with upgrading the EOC, Board Chambers, and COC;

        (2) The Board Chambers system currently has:

            (a) A poor design, with limited routing options, causing it to be more complicated than it needs to be;

            (b) At least one piece of equipment that fails during each meeting;

(Continued on Page 15)

AGENDA NUMBER – Continued

14. Continued…

A. Continued…

(2) Continued…

(c) Analog and mostly standard definition (SD);

(d) Press connections that no longer work; and

(e) An unreliable feed from the microphone system to the Clerk's recording equipment that cuts in and out;

(3) The upgrade for the Board Chambers would:

(a) Be more simple and centralize functions to include a fully updated system that goes from analog to digital and full high definition (HD), which will greatly enhance the streaming and quality of feed even on SD,

(b) Utilize existing equipment as much as possible, with a focus on the wiring, production switcher, AV control system, other components that are not seen, and the Clerk's system; and

(c) Have an estimated life of approximately eight years, if maintained regularly, and barring any major technological advances;

(4) The COC system currently is:

(a) Failing, antiquated, and over-complicated;

(b) Run by the Planning and Zoning staff or Code Enforcement staff since they have no dedicated AV staff, and it is difficult for them to keep people trained to use the equipment; and

(c) Analog, has cameras that are not connected, with no ability to stream, provide "on demand," or carry any meetings on ECTV;

(Continued on Page 16)

AGENDA NUMBER – Continued

14. Continued…

A. Continued…

(5) The COC would be the alternate location for the Board if there was a problem with the Board Chambers, and upgrades would be as follows:

(a) A basic audio system to connect to the existing speakers;

(b) Three portable cameras that will be mounted on the wall;

(c) The projector replaced with an 80-inch display;

(d) The disconnection of the small conference room from the A/V system in the large conference room; and

(e) An estimated eight year life;

(6) Estimated costs for the Board Chambers is $86,000, not including costs for equipment that will be needed after the project is completed of approximately $28,000 for a new encoder to program the TV station in HD, and $1,200 to upgrade the encoder that provides web streaming to HD each year for three years, and there is also additional cost for each additional meeting;

(7) Staff has allocated $50,000 in the CMR budget, approximately $46,000 in Local Option Sales Tax (LOST) funding that was previously allocated for a project that will not be done, and the Information Technology Department (IT) is prepared to fund any remaining costs;

(8) The COC upgrade, estimated at $85,000, is expensive because there is no equipment that can be re-used, and each meeting that is streamed will cost $150 per meeting, which is usually paid by IT, but any increases will need to be budgeted;

(Continued on Page 17)

AGENDA NUMBER – Continued

14. Continued…

A. Continued…

(9) There is funding of $125,000 in LOST that was allocated for a project at the jail that will not be moving forward and could be reallocated to this project;

(10) If upgrades are not performed, the County will continue to invest in a failing system that requires frequent part replacements, is poor quality, has no ability to broadcast from the COC, and additionally the County will need to contract with Cox to continue carrying the feed, and splitting it to other carriers, at a cost of $18,000 per year, plus a $1,500 set up fee; and

(11) Staff will need 90 days to advertise and hold the necessary purchasing meeting and bring a contract back to the Board, a 12-day block of time with no meetings to install and test the new equipment, and train staff, if the Board wants to move forward with the upgrades; and

B. Board Direction – The C/W recommends that the Board direct staff to take the following action concerning the AV Digital Upgrade Project Proposal:

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

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

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

Recommended 4-0, with Commissioner May absent

AGENDA NUMBER – Continued

15. ECTV/WUWF Channel Merge for HD Proposal

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *ECTV/WUWF Channel Merge for HD Proposal*, presented by Joy Tsubooka, Community and Media Relations, and was advised by Ms. Tsubooka that:

(1) Generally, cable TV providers do not give public, education, and government stations HD channels; however, Cox has offered the County an HD channel if ECTV merges with WUWF, which would not apply to Mediacom or Spectrum/Bright House;

(2) WUWF would be amenable to changing their schedule to accommodate Board meetings, except on the second and fourth Thursdays, when Pensacola City Council meetings are broadcast;

(3) The advantages to merging are as follows:

(a) Merging would put ECTV in an HD line up, which is the only way that can be done;

(b) Channel 4/1004 is between two major networks, will be easier to find for citizens, and may increase the number of viewers;

(c) The County is not going to lose any broadcast time because the County currently broadcasts original programming 12 hours each day;

(d) WUWF is very flexible to accommodate any changes;

(e) There will be one channel for government programming for citizens because the County and WUWF will continue to broadcast all of the meetings they currently cover;

(f) Offers good branding opportunities; and

(g) Does not impact online streaming;

(Continued on Page 19)

AGENDA NUMBER – Continued

15. Continued…

A. Continued…

(4) The disadvantages to merging are as follows:

(a) There would no longer be a dedicated ECTV;

(b) There would be another layer of scheduling for any special meetings, and staff would have to be more careful programming the lineup; and

(c) Staff would have to work with the consultant to get the workflow and logistics worked out for getting the digital file to Cox, and how it will need to be done differently for Mediacom and Bright House, which should not incur any extra cost; and

B. Board Direction – The C/W recommends that the Board direct staff to move forward with the ECTV/WUWF Channel Merge for HD Proposal.

Recommended 4-0, with Commissioner May absent

Speaker(s):

Cam Johnson

16. Adjourn

Chairman Underhill declared the C/W Workshop adjourned at 3:09 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD APRIL 20, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:21 a.m. – 11:26 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 April 20, 2017, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda, and County Attorney Rogers reviewed the Written Communication Items;

   B. Susan Woolf, General Counsel to the Clerk, 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 Robinson reviewed his add-on item.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12097 **Growth Management Report** **11. 1.**
BCC Regular Meeting
Meeting Date: 05/04/2017
Issue: Review of Rezoning Cases Heard by the Planning Board on April 4, 2017
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on April 4, 2017

That the Board take the following action concerning the rezoning cases heard by the Planning Board on April 4, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2016-13, Z-2017-02, and Z-2017-03 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
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
Planning Board Recommendation:	Deny the request for Commercial, approve the applicant's changed request for HDMU, High Density Mixed-use district
Speakers:	Buddy Page, James Scaminaci
2. Case No.:	**Z-2017-02**
Address:	1300 Block Blue Angel Parkway

Property Reference No.:	12-2S-31-3404-000-000
Property Size:	2.01 (+/-) acres
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
Planning Board Recommendation:	Denial
Speakers:	Joseph Dhaiti, Sherriann Dhaiti

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

Address:	101 Beverly Parkway
Property Reference No.:	46-1S-30-2001-024-018
Property Size:	0.19 (+/-) acres
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
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Mike Whitehead

BACKGROUND:

The above cases were owner initiated and heard at the April 4, 2017, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification." The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s

recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2016-13

Z-2017-02

Z-2017-03

Z-2016-13

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2016-13

Applicant: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Address: 6013 Hilburn Road
Property Size : 1.52 (+/-) acres

From: HDR, High Density Residential district (18 du/acre)
To: Com, Commercial 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 4th day of April 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:

WAYNE BRISKE, Chair — JAY INGWELL, District 1
ERIC FEARS, District 4 — REID RUSHING, Vice Chair
WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board — STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

BARBARA "BOBBIE" ELLIS-WIGGINS, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: Good morning, everyone. Welcome to the April 4th Escambia County Planning Board and Quasi-judicial hearings. I will call us to order for a quasi-judicial hearing.

We do have four voting members, as well as two other board members here with us. And at this time, I'll ask you to please stand for the Pledge of Allegiance.

(Pledge of Allegiance.)

THE CHAIRMAN: If you would, please, turn off any kind of noisemakers. Put them on silent, please, so we don't interrupt the meeting, and I'll try to get through everything.

Staff, do we have proof of publication of the meeting?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: And does that publication meet all of the legal requirements?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. The Chair will entertain a motion to waive the reading of the legal advertisement.

MR. RUSHING: So moved.

MR. INGWELL: Motion and a second. All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

If you would draw your attention to the rezoning meeting minutes from the previous meeting as it has been provided to the board members, are there any additions, deletions or corrections to those board minutes?

(No response.)

THE CHAIRMAN: Hearing none, the Chair will entertain a motion to accept those rezoning meeting minutes into evidence.

MR. RUSHING: So moved.

MR. FEARS: Second.

THE CHAIRMAN: Motion and a second. All those in favor, say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

Today's rezoning hearing package for April

4, 2017, with the findings of facts has been provided to the board members.

The chair will now entertain a motion to accept that rezoning hearing package with the findings of fact and the legal advertisement into evidence. Do we have a motion?

MR. INGWELL: So moved.

THE CHAIRMAN: Motion. Do we have a second?

MR. FEARS: Second.

THE CHAIRMAN: Second. All those in favor say "aye"

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

The rezoning hearing package with the findings of facts and the legal advertisement will be marked and included in the record for all of today's cases.

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

(Planning Board staff duly sworn.)

THE CHAIRMAN: Board members, we've

previously qualified these members of staff to offer expert testimony in the area of land use and planning.

Do any of you have any questions about their qualifications or ability to offer this testimony?

(No response.)

THE CHAIRMAN: Hearing none, please let the record reflect that these individuals for the staff will be qualified as experts in the area of land use and planning.

At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications. These hearings are quasi-judicial in nature.

Quasi-judicial hearings are like evidentiary hearings in a court of law. However, it is less formal.

All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.

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 laws.

Each individual who wishes to address the Planning Board must complete a speaker request form which are located at the back of the chambers. You will not be allowed to speak unless we have received a completed form.

Please also note that only those individuals who are present and give testimony on the record at this hearing will be allowed to speak at the subsequent hearing before the Board of County Commissioners. No new evidence can be presented 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 Board of County Commissioners.

They will then review the testimony, documents, exhibits, consider the closing arguments, and make a final decision. All

decisions by the BCC are final.

Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days of the date that the Board of County Commissioners either rejects or approves the recommended order of the Planning Board.

All written or oral communication outside of this hearing with members of the Planning Board regarding any matters under consideration today is considered ex parte communication.

Ex parte communications are presumed prejudicial under Florida law and must be disclosed, as provided in Board of County Commission Resolution 96-13.

As each case is heard, the Chair will ask that any board member who has been involved in any ex parte communication please identify themselves and describe that communication.

As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendation to the Board of County Commissioners shall include consideration of the following six approval conditions. We have these conditions up on the board, if you'd

like to review them.

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 provision.

C, compatibility. All land uses, development activities and conditions allowed by the proposed rezoning are compatible with surrounding conforming uses, activities, conditions and able to coexist in relative proximity to them in a stable fashion over time so that no use, activity, condition negatively impacts another.

The appropriateness of a rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested rezoning. This condition shall not apply to any conditional uses of the proposed district for compatibility with nonconforming or unapproved uses, activities or conditions.

D, changed conditions. The area to which the proposed rezoning has changed or is changing to such a degree that it is in the public's interest to encourage new uses, densities, intensities in the area through the rezoning.

E, development patterns. The proposed rezoning will contribute to or result in a logical and orderly development pattern.

F, effect on the natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

At the beginning of each case, as long as there are no objections from the applicant, we will allow the staff briefly present location and zoning maps, as well as photographs of the property.

Next, we will hear from the applicant and any witnesses that they may wish to call.

Then we will hear from the staff and any witnesses that they may wish to call.

Finally, we will hear from members of the public who have completed a speaker request form.

I think we have four cases today, and we

will just go ahead and jump right into them.

The first case on the agenda is case Z-2016-13. Buddy Page is acting as the agent for Shaun Romero, owner, 6013 Hilburn Road, 1.52 acres, from HDR, high density residential, 18 dwelling units an acre, to commercial district, 25 dwelling units per acre, lodging unit density not limited by zoning.

At this time, I'll ask members of our board if there's been any ex parte communication between them, the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing. We'll also ask for you to disclose if you have visited the subject property, and please also disclose if you are a active or business associate of any of the parties. And we'll start down here.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: Thank you.

Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: Very good. Thank you.

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

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. And was that notice also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Thank you.

Mr. Page, are there any objections to the maps or photography?

(No response.)

THE CHAIRMAN: Okay. We'll ask the staff to go ahead and present the maps and photography for 2016-13.

MR. MacCARTEE: Caleb MacCartee, urban planner.

Here we have a location map showing the subject property. This is our 500 foot zoning radius map. Our existing feature land use category of mixed-use urban. Existing surrounding land use. Aerial photography of the subject location. And this is an oak-filled but undefined CRA district, community redevelopment area.

And here's our 2500 foot radius. This is our public notice sign. This is looking west onto the site. Northwest from the site. Looking north from the site along Hilburn road. Looking east from the site across Hilburn. Looking southeast from the site across Hilburn. And looking south along Hilburn. That concludes the location maps and zoning maps.

THE CHAIRMAN: Okay. Thank you.

Mr. Page, if you'll come forward, please. We'll ask to be sworn in, please.

- - -

...WILEY C. "BUDDY" PAGE, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Good morning, Mr. Page. If you would, state your name and address for the record.

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane in Pace, with Professional Growth Management Services, LLC.

THE CHAIRMAN: Thank you, sir.

Have you received a copy of the rezoning hearing package with the findings of facts?

MR. PAGE: I have.

THE CHAIRMAN: Okay, sir. Do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?

MR. PAGE: I do.

THE CHAIRMAN: Thank you, sir. Please proceed.

MR. PAGE: Mr. Chairman, I think by way of background, and with the new membership that you have on the board, it might be helpful for the staff to give some history as to why we are looking at this for the third time it's been remanded back before this body.

THE CHAIRMAN: Okay. That would be fine. We do need to give new board members background on it.

MR. JONES: Mr. Chairman, I will go on to our lead planner, Mr. Caleb.

THE CHAIRMAN: Mr. Jones, would you state your name and position, please?

MR. JONES: Thank you. My name is Horace

Jones, director of the department.

Mr. Chairman, if the board so consents, I'm going to let Mr. Caleb, the planner on this proper project, provide the background with the possibility that I may interject some additional information.

THE CHAIRMAN: Okay.

MR. MacCARTEE: Correct. And Mr. Page is correct in this being reprimanded [sic] back to the board. This is the third time that you guys would be seeing this. There's --

THE CHAIRMAN: Before you go any further with that part of it, as we're doing the presentation, can we please bring up what you're going through, just so that members of the public can follow through, please?

MR. MacCARTEE: There was some concern with the neighboring -- there's some townhomes directly south of this site. There's some high concern upon BCC. That's why we're back leer again.

And we've looked at it more and more closely. And we have found that the transitioning to a high-density mixed use between that high-density residential to

commercial, that high-density mixed-use category would be more applicable for this particular site.

The previous application was submitted. It wanted to go from high-density residential, HDR, to commercial. Okay?

What we found in our analysis is that the residential uses with that most stringent and intense commercial uses just being there would not be compatible with that.

We found that transitioning to HDMU, high-density mixed-use, allows for smaller-scale commercial establishments would be more beneficial and would be recommended by staff in this particular situation.

MR. JONES: And I would like to add, before we get into the analysis, as Caleb stated, the primary reason why it was reprimanded at -- the first time it was reprimanded was, there was several incentives were not -- were not in attendance.

And the board thought that it was -- it would be very, very helpful if the citizens be able to hear this case, so that was the first time was reprimanded.

The second time, basically, primarily the same issue. Third time . . . Second time, the board gave us more specific content that it wanted us to look at.

They wanted us to look at the transportation, the level of services, basically, on the two roads.

And we do have a very, very thorough, succinct analysis from our Transportation Department, Mr. David Forte. He's not present today, but we do have his analysis. That was one of the primary reasons.

The second reason, they did want us to look at the compatibility of the area more carefully or more closely.

The third reason was the level of service, was the level of services with the travel with level B and level A. That was different levels of services.

And being that this is close to -- close to a high-volume traffic area, such as -- such as Creighton, they wanted us to look at that -- at that level of services going -- going into Creighton, and which is -- and Davis, which is a very high-volume traffic area. So those were

the three primary reasons.

THE CHAIRMAN: Okay. And just so we have a good recollection of it, in the previous cases, the previous two cases, the Planning Board felt that the six criteria was met and recommended approval to the Planning Board -- to the Board of County Commissioners?

MR. JONES: Yes, they did. Yes, they did. And staff on the -- there is nothing -- as to the past history, there was nothing different from staff analysis, as far as the -- on the first analysis, there was some criteria, there was some point of the elements that staff felt that he did not meet. As well on the second time he came back, those things were still -- they did not meet.

But the Planning Board did make a decision to -- as to recommend approval. But staff analysis was add more content with more scrutiny, but the two items was compatibility. That was from the case. That was sure nonconsistent, and I believe -- and I believe it was one more that was shown nonconsistent, as far as staff felt, that the applicant did not meet.

THE CHAIRMAN: Okay. Did the Board of Commissioners give any guidance? What I'm getting at here is, we're adding criteria as far as when you're talking about the traffic criteria, that we typically haven't considered in this venue? And that's usually done in the DRC process.

MR. JONES: Right. They -- they just want to give -- basically on the traffic, they just really want to look at whether, at the highest use -- and which the Traffic Department, they do look at that. They do look at what would be the worst-case scenario, as far as use that -- that could potentially go there. So that was one -- not to get an in-depth analysis of the roadway segment, but just to look at it more carefully, wanted them to look at it. The worst-case scenario on especially what is the current level of service, what is the -- what is the current traffic volume in that area.

THE CHAIRMAN: Okay. So if I'm hearing you correctly, you said now we went from having consistency in all the categories to now we have two findings that it does not meet the criteria?

MR. JONES: From the -- from the past,

those -- those two criteria they did not meet back then. In fact, they didn't meet back on the original -- on the original, and we still feel the same way, but we just added a little bit more content, and from the direction of what the board asked us to do.

THE CHAIRMAN: Okay. So I'm just trying to make sure I remember everything correctly, but the board -- the Planning Board then had alternate findings that felt that those categories were -- were met during the meeting.

MR. MacCARTEE: Right.

THE CHAIRMAN: I'm just trying to go off memory, but that's what I remember was --

MR. MacCARTEE: Yeah. And we were under the advisement of Traffic at the time that it appeared that it would not be able to meet some of those requirements, but we were able to assess that more, and the analysis for this go-round pretty much, to say that, okay, it would potentially be able to meet it if we went through a more transitional zoning between that residential and that more commercial, which allows an HDMU.

THE CHAIRMAN: All right.

MR. MacCARTEE: So that's what we tailored our findings to, to make sure that it's going to fit in that area. And that's what we recommended.

THE CHAIRMAN: Okay. All right. I understand. Okay.

Caleb, do you want to go through your findings? And Mr. Page is going to yield for you to go through the findings so that he can --

MR. MacCARTEE: Yes, we will.

THE CHAIRMAN: Okay. Thank you.

MR. MacCARTEE: And we'll just begin with the consistency with the Comprehensive Plan, criterion A.

We found that the amendment to commercial is consistent with intent and proposed future land use category, mixed-use urban, as stated in future land use 1.3.1. Future land use of mixed-use urban allows for a mix of residential and residential services.

The property would promote efficient use of existing public roads and underutilized property that would conform to 1.5.1.

For 2.1.1, the uses will be concentrated in urbanized areas with the most intense

development permitted in the mixed-use urban areas.

Sufficient central water and services, best need to accommodate higher density development will be reviewed during the site plan review process.

As far as criterion B, consistency with the Land Development Code, the findings show that in reviewing the intent and purpose of the existing zoning category of high-density residential in the proposed zoning category of commercial, the permanent and conditional uses of HDR are significantly different than the permitted and conditional uses of the proposed zoning category of commercial.

For example, high-density residential zoning allows for, just like it says, high-density residential uses, ranging from -- or pointing to multifamily dwellings.

Thus, it can be concluded, as stated in Section 3-2.8, high-density residential allows for primary residential use.

In contrast, the proposed amendment to commercial allows for primary commercial uses. The primary intent of a commercial zoning

district is to allow for more diverse versus and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts.

Proposed zoning of commercial would not provide the needed transition between areas zoned or used as high-density mixed-use and areas zoned for use as heavy commercial or industrial.

However, in reviewing the zoning categories of the Land Development Code, there is a transitional zoning of high-density mixed-use that would allow for residential and neighborhood commercial uses of low intensity.

The primary intent and purpose of HDMU, high-density mixed-use, is to provide a mix of neighborhood, retail sales, services and professional offices, with greater dwelling unit density and diversity.

The HDMU zoning district is appropriate to provide transitioning between areas zoned or used for medium or high density residential and areas zoned for use -- or used for commercial.

To conclude, the proposed amendment to commercial from the currently zoning -- current

zoning of high-density residential is not consistent with the intent and purpose of the Land Development Code.

For criterion C, compatible with the surrounding uses, based upon the review and existing land use map, the subject property is adjacent to an existing residential development of townhomes known as Sundance Village, and is allowed -- used within existing zoning category of high-density residential.

I'll stop here for a second. We did bring up a map showing that in relation to the proposed map. This is the attachment that is in the packet here, so we'll bring up that for reference for this.

Under the provision of compatibility, as cited in Section 3-1.6-A, zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interest of different land uses.

For the analysis of staff, there are no existing commercial uses adjacent to, and as well as the same side of the road of the subject property.

The intense and invasive uses that are

allowed in commercial would have an unduly negative impact to the existing adjacent residential uses.

Staff does recognize the fact that the surrounding commercial uses within the proximity of the subject property on the opposite side of the road, yet the fact remains that the subject property -- if the subject property is rezoned, it would be incompatible due to the fact that the rezoned subject property would be adjacent to a residential development.

Also under the provision of location criteria, it appears the location criteria for commercial could be achieved due to the cite's proximity to the subject parcel at the intersection of Creighton and Hilburn. Both are listed as arterial roads, and both roads intersect within one-quarter mile of subject property.

We could go into Traffic's comments, if you would like, but they are -- I'm not a traffic expert, but they are -- have a proposed widening sometime in the future to a four-lane road for this area.

I will go now to criterion D, changed

conditions.

THE CHAIRMAN: Hold on one second.

MR. MacCARTEE: Yes, sir.

THE CHAIRMAN: The fact that it's incompatible, and you were saying that the added -- the additional language from Traffic help support the incompatibility of it.

MR. MacCARTEE: It supports more of the location criteria, I believe, Mr. Jones. Correct me if I'm wrong.

But what they -- what Traffic in a nutshell, they did give us about three paragraphs worth of stuff. And I'm not going to be the expert on that.

But currently there is a roadway improvement project for this area along Burgess. And they want to go from US 29 to Hilburn within the city, of the subject parcel.

The project is expected to widen the existing two-way -- two-lane road to a four-lane road. The right-of-way acquisition phase, which is currently ongoing, is programmed for fiscal year 2018, with the county expected to fund $1 million portion of the right-of-way phase.

I'll just go through the rest of those

comments in Transportation, if needed.

THE CHAIRMAN: I think, because it's been added as a new element to this, we need to go ahead and get it on the record.

MR. MacCARTEE: And so furthermore, the memo that we received on March 20, 2017, I'll continue from Mr. David Forte in Engineering, the Florida-Alabama Transportation Planning organization currently lists the aforementioned project as the number two nonstrategic intermobile system capacity project for the TPO 2040 long-range transportation plan.

The TPO's LRTP costs, feasible planning programs, the construction phase, $18 million during fiscal year 2021 to 2025 time period.

For the TPOs congestion management process plan, Burgess Road is currently budgeting within its allowable capacity for traffic volumes between segments of County Road 95A, called Palafox and Hilburn Road.

The maximum level of service for the roadway segment is level service D, 14,800 trips a day. And currently the roadway segment is functioning at a level service D, 8,000 trips a day and is expected to remain at the level of

service D, and see 9,700 trips a day by year 2024.

Just a note that the CCO's review is solely based off the application submittal packet, and the comments above hold no bearing on future TTO comments during the development review process. That concludes Traffic's memo to staff.

Furthermore, for criterion D, for changed conditions, staff, now based upon the literal review of the existing land uses and zoning categories surrounding the subject properties, there appears to be a development pattern in the area.

The site is surrounded by commercial zoning to the north and east of the subject property, located across the roadway.

The approval of the rezoning will contribute to the establishment of commercial uses that would complement the other commercially zoned properties in the area, yet most of the commercial zoned properties in the area are vacant, with no commercial uses currently established.

Staff found within a 500-foot impact

radius, it appears only two commercial zoned properties have associated commercial uses that are currently established.

The other properties in the area that are zoned commercial are vacant or have an established residential use.

Similarly, the surrounding residential zoning of HDR have established residential uses or are vacant.

The zoning category of HDMU will provide a more logical and orderly development pattern and result in transitional zoning needed between the HDR and commercial zoning categories in the area.

I believe we did skip the changed conditions right after -- this is criterion D. That was E. I apologize for that.

And as addressing the changed conditions, criterion D, staff did find changed conditions that would impact the amendment or property.

Staff found Case Z-2004 -- that's 42 -- at 190 Creighton Road, approved December 9, 2004 for rezoning from R4 to C1.

Staff also found Case Z-2005-58 at 473 Calvin Ford [sic], approved January 5, 2006, for

rezoning from R4 to C1. Both cases were approved under the previously adopted Land Development Code. And they are indicated on the additional map attachment in the packet.

And finally, criterion F, whether the proposed rezoning will increase the probability of the significantly adverse impacts on the natural environment.

Our findings show that according to the National Wetland Inventory, wetlands and hydrant soils were not indicated on the subject property, and when applicable, further review during the site plan review process will be necessary to determine if there will be any significantly adverse impact on the natural environment.

That concludes staff's findings.

THE CHAIRMAN: Okay. Do the board members have any questions of Caleb or Horace at this time?

(No response.)

THE CHAIRMAN: Okay. Mr. Page.

Mr. Page, obviously the staff has several criteria that they -- the findings have stated do not meet the criteria of these categories.

As you know, we do have some newer board members, and so the burden is definitely in your court to convince the board members why those findings should be changed in your favor, so, I know it's not your first rodeo, but I just wanted to remind you, since we did have a lot of newer board members here, please.

MR. PAGE: Thank you, Mr. Chairman.

In listening to the newly revised staff review of the application, I heard comments about the concern about the adjacent townhouses.

Mr. Chairman, we had two meetings before all members of those townhouses were notified. I don't think, if I remember correctly, that a single person showed up from the townhouses to express any type of concern in their own voice. I don't know if you have any speakers signed up for this this morning.

THE CHAIRMAN: We do.

MR. PAGE: But the townhouses, apparently before, did not present the problems that we're hearing from this morning.

And also the transportation level of service. I think a person could very quickly review the staff comments on that and conclude

that the 14,000 versus the 9,000, in terms of level of service, that information was -- if I'm not mistaken, was shared last time.

But it seems to be of greater concern and more emphasis this time, but the numbers haven't changed. And it would also suggest, too, that the 8,000 or so cars that presently come down and turn and go south of the townhouses, once this road is developed, those 8,000 people will be going behind it, rather than in front of it.

So we see the transportation impact of this being greatly enhanced in favor of the residential development, once the improvements by DOT, Mr. Chairman, are put into place.

In terms of the approval conditions under A, I think we heard that there is a staff fining consistent with last time, and that is that it is consistent.

And criteria B, consistency with the Land Development Code. We now have two whole pages of concerns, that it simply just does not, at this point under the new scrutiny, appear to be compatible.

Under criteria C, compatibility with surrounding uses, I think we've heard an

analysis and comparison between this particular piece of property and the commercial that's existing presently to the north and to the west.

We think that the proposed use that the owner is seeking would certainly be compatible in the area. And it also should be compatible in the same vein, Mr. Chairman, of a lot of the other requests for commercial categories that have occurred in the county and that are upcoming.

I don't think it's an over-generalization to point out that you can go down the list of allowed uses under commercial, and you can find something that is going to be incompatible with any and all residential adjacent pieces of property.

That level of incompatibility, I think, is something that has to be weighed by the board, but apparently we have a new standard of review from this day forward, that we're going to be curious to see if every rezoning from here on in is scrutinized like this particular one has on its third time back before the Planning Board.

The owner feels like that there's some new writing on the wall for him and his particular

request here, based upon the review that we're seeing, Mr. Chairman, especially in terms of locational criteria.

Under D, the changed conditions, I think we heard a little bit about the road-type network and some dates that the DOT and Escambia County have for that.

The changed conditions that are listed by the staff were actually changed conditions that were granted for the same request that we're making here. But apparently we have a new level of scrutiny that we're having to try to learn and adjust and deal with, especially in terms of development patterns.

It's difficult for me. And I've been at this a long time. But it's difficult for me to come out of the back of the University Mall and turn west, and travel down that road and find that the road and the properties on either side at some point are going to be commercial. It is going to become less and less attractive for residential-type development.

And there is, Mr. Chairman, no effect on the natural environment that we can come up with.

Having said all this, Mr. Chairman, the suggestion of staff that this particular request would be better served if the request was for HDMU, and knowing what this has been through, and knowing something of the background of why we're here this morning, the owner is willing to accept the lower category of high-density mixed-use, with the understanding that he probably at that point could submit a conditional use request through the Zoning Board of Adjustment's appeals, to come up with some type of commercial activity that would be more suitable.

I suggested to him that even if you do this, what you come back with in terms of asking for a conditional use is going to be similar to what you're requesting right now, and that it likely is not going to be very well received by the staff review and a vote of the County Commissioners.

So Mr. Chairman, having said that, we are suggesting to accept comments from the staff findings that HDMU would be better served, and we would request that category change in our zoning application to indicate that, and

hopefully that would address the two concerns that we are being cited for as being incompatible or inconsistent with at this juncture.

THE CHAIRMAN: Okay. Horace, was the procedure formally for adjusting the request from the commercial down to the HDMU?

MR. JONES: He just -- he just made the request and the board -- the board gives a motion -- and makes the motion. If that is done, it's up to the board.

THE CHAIRMAN: Do we have on the record that the findings of facts will be amended to address that category? And do you feel like at this time that would support the HDMU, based on the comments that are in there?

MR. JONES: Yes, sir. If -- if the board decides for us to go to them right quick, we could take a look at it right now and -- and say we feel it meets consistent -- if that is the desire of the board.

THE CHAIRMAN: Okay.

MR. JONES: We've already -- we've already did two of them, but the ones that we did not do, we can easily do that, if that is the desire

of the board.
THE CHAIRMAN: Okay. All right. Let's just put that on hold for one second.
We do have a speaker from the public that wishes to speak. Let's go ahead and get them on the record before we start making any additional decisions here.
Members of the public who wish to speak on this matter, please note that the Planning Board bases our decision on those conditions that we covered at the beginning of the meeting, the approval conditions and exceptions described in Section 2-7.2 of the Land Development Code.
During our deliberations, we do not consider general statements of support or opposition, so accordingly, please limit your comments to one of these categories.
And please also note that only those individuals who are present today and give testimony on the record at this hearing will be allowed to speak at the subsequent Board of County Commission hearing.
James Scaminaci.
MR. SCAMOCCI: Scaminaci.
THE CHAIRMAN: Scaminaci. I got it close.

MR. SCAMOCCI: Really close.
THE CHAIRMAN: All right, sir. We'll have you sworn in, and then state your name and address for the record.
- - -
...JAMES SCAMINACI, upon being duly affirmed, was examined and testified as follows:
- - -
THE CHAIRMAN: Thank you, sir. Your name and address for the record.
MR. SCAMINACI: James Scaminaci, 697 Shyloh Drive.
THE CHAIRMAN: Okay. I noticed on your form that you filled in that you have your name, "for Rhonda Robinson."
MR. SCAMINACI: Yeah. Rhonda Robinson is the homeowner's association president.
THE CHAIRMAN: Okay. Unfortunately, you can only speak for yourself. You can't speak for someone else, so I'm going to cross out that you're speaking on her behalf. She would have to be here to speak on her own behalf.
MR. SCAMINACI: I understand.
THE CHAIRMAN: And we do give you a three-minute time frame in which to speak. And

if you'll go ahead, sir.
MR. SCAMINACI: Okay. Thank you very much, Mr. President.
The concerns she's expressed to me that I'll express to the board are that every time they have asked, "What does Mr. Page's client plan to put in there," they never get an answer.
They don't know if it's a hotel, a motel, commercial district, office building. It's like they want rezoning, but they don't want to say what's going in. That's the first concern. They just simply do not know.
Second part is, in listening to the staff's great analysis, I did not hear about the planned high school that's supposed to go in there next year.
And what she's told me is that Woodham Middle School is supposed to become West Florida High School, which would mean more traffic along that road, and, of course, concerns for the children.
And the second thing or the third thing is that right now there are no lights, there are no sidewalks that are there. And that also raises traffic concerns and safety concerns. That

concludes my presentation.
THE CHAIRMAN: Thank you, sir. Thank you for coming down.
MR. SCAMINACI: Thank you.
THE CHAIRMAN: Well, fortunately for us, we have Ms. Hightower here from the school board.
The gentleman mentioned the conversion of the school there, so if you would just get on the record a little update on that, please.
MS. HIGHTOWER: As you all know, Woodham Middle School was previously Woodham High School, so there had been a high school at that location in the past that had a substantial enrollment.
And now we are going to reconvert it back to a high school. It will have probably about 1,200 students in 9 to 12, which is about the same size as the one that was closed. It's really a little smaller than that. The anticipation is that we will have it ready, hopefully, by 2018 but it might be 2019 school year before we're ready.
THE CHAIRMAN: Thank you.
And I just wanted to address something so

that everyone here understands. The gentleman brought up a point that he didn't know what the project was going before it came in.

Well, unfortunately, neither do we when we look at rezoning requests. We are not really even allowed to ask about what the project will be because it can be anything that fits in that zoning category, so that's the way we have to approve it, is because maybe the developer right now may want to do something, but that may fall through, and then they may sell it to somebody else who wants to do something different.

Whatever zoning allows would be what would be allowed there, so reviewing the actual project comes later in the development review process, where they go through in depth, you know, water flows, traffic, all kinds of things that we don't even consider in here, so we do only consider those six items up on the board, to make sure that it meets the standards for those categories, so I just wanted everyone to kind of understand because that's always confusing, and it's even hard on the board members because you're not allowed to consider the actual project itself.

And that was the last speaker that we had signed up. Is there anyone else from the public that wants to speak on this case?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion.

Mr. Page, if you'll just come back forward. Okay, sir. Any questions from the board members here?

MR. PAGE: Mr. Chairman, the only thing that -- I think you responded very well to those comments.

I have nothing further, other than to say that it's probably a good thing that the high school is a government use on public property. And it does not have to stand the scrutiny of a review from the Planning Board or the staff.

THE CHAIRMAN: Okay. Thank you, sir.

Staff members, are you in a position where you can affirm that the findings are going to be compatible for the six criteria?

MR. JONES: Yes, I am, Chairman.

But I do want to comment on some remarks on the record that Mr. Page made.

There was a comment made that there is

a -- that there is a different standard. The standard has always been set by -- that there's a different level of scrutiny.

The standard has always been set by the Land Development Code. Whether or not in the previous actions, whether or not that staff will always abide by their -- that has always been that level of scrutiny.

Yes, this board is extremely -- extremely sensitive right now, which is a good thing, of the citizens' concerns with these -- with our land-use issues that we bring before the board, to make sure -- because we have to be very, very balanced in our approach. We have to be objective.

It's our responsibility -- and I've been doing this a long time, along with the Chairman -- that we have to -- we gotta look at both sides of the picture.

We -- we -- many times what we see is not always what's on the ground, so we've got to try to -- try to do our best-case analysis to examine both sides and be as objective as possible, so -- so we are -- we are doing -- we are looking at this on an objective viewpoint,

to make sure that we give all of the facts to the Planning Board so they can then make their decision to -- for these things are quasi-judicial, and -- and if it is appealed, and as part of the representative, as well, that this record is what will stand, is what will go before the board or the courts, so then we try to make sure we present the facts as much as we possibly -- it may be more lengthy, but we want to make sure we get it right as we go on past and we move forward.

Now, and another point of -- if -- if we decide to go HDMU, and evaluating the criteria for HDMU, as stated, staff has already looked at some of the criteria, criteria one, consistent with the land -- with the Comprehensive Plan, based upon -- based upon the standard inside the Land Review Code, under 3-1-3, Land Development Code, there's a table, there's a chart that's in here that gives compatibility to land-use category.

HDMU, the density is 12 dwelling units per acre, and the compatibility, FLU category, existing FLU category is mixed-use urban, so therefore, the land uses that are allowed in the

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HDMU and the mixed-use urban category is consistent with that -- would be consistent with that.

We looked at criterion two -- I mean criteria B. I believe I will address that one, stating that HDMU would be -- staff agrees HDMU would be a better fix for compatibility of future land use and criteria because HDMU is more geared to mix of neighborhoods. Residential neighboring type uses, with -- with lower intensity, as well as lower scale because if you look at the area, which that area, there's some offices on the sites. Those are professional-type, looking-type offices that are much more . . . They are not no huge retail accommodation, like a mall or anything of this size. It's lower -- it's lower uses, more retail, more professional-type uses, more of -- that would fit within the category of HDMU.

That townhouse complex is there. And we do have to -- do have to recognize that they are there, and that they have -- that they would have some -- some challenges that you put the heavy intense commercial with -- commercial analysis and heavy intense uses, so it will

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definitely increase the traffic patterns. So that's why we addressed that in criteron B.

Criterion C has already been addressed in the facts and findings.

Criteria D, we gave -- we did address the changed conditions. And yes, we do understand that in the previous, many of those cases that went all the way up to C-1, again, don't know all -- don't know the history of why those things occurred.

Then I believe that criterion E, development pattern, yes, you -- we -- there is some commercial in the general vicinity, but if you look on the opposite side, all of that is residential.

So that's why we feel like there is a -- there is a pattern of commercial more in the area, but it's up -- it's up to the Planning Board to decide if it's a good pattern or just a sporadic pattern.

So in criterion F, again, there is no effect on the natural environment.

THE CHAIRMAN: Okay. Thank you.

Okay, board members. You've obviously heard the applicant say he's willing to accept

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the HDMU zoning as part of his request, which is different than the original request.

We then had the staff follow up and say that it does meet the six criteria based on that zoning category, so the Chair will open it up for questions or if someone is ready to make a motion on the application.

MR. FEARS: Help us understand. Is this a two-motion process? We need to change the applicants from commercial to HDMU?

MR. JONES: Yes. We'll have to recommend the denial or approval for the C, but accept the applicant's request for -- to go to a lower zoning, which would be HDMU, if that is the desire of the Planning Board.

THE CHAIRMAN: You do have another alternative. If you feel like it does meet the criteria for commercial, then we would have to have -- the board would have to present alternate findings of facts that would support that. And all six categories would have to have those findings, so that is an alternative as well.

Based on Mr. Page's verbal application change, he said he's okay with moving it to

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HDMU. So is that about as clear as mud for everybody?

MR. RUSHING: I'll make a motion to approve the applicant's desire to change from commercial to HDMU.

THE CHAIRMAN: Okay. We have a motion.

MR. FEARS: I second.

MR. MacCARTEE: We need to make an official decision on the commercial first. Then we . . .

THE CHAIRMAN: Right. So Mr. Rushing, if you'll withdraw your motion.

MR. RUSHING: I'll withdraw.

THE CHAIRMAN: All right. We'll go back, and let's address the commercial first.

Do we have a motion on changing from HDR to commercial?

MR. RUSHING: I'll make the motion to disapprove, per the findings of facts from the county staff on commercial use.

MR. FEARS: Second.

THE CHAIRMAN: Motion and a second. Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say

"aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
All right. Now that we have an alternate motion for the HDMU.
MR. RUSHING: I will restate that I'll make a motion to change from commercial use to HDMU, per the applicant's request.
THE CHAIRMAN: With the amended findings of facts.
MR. RUSHING: Amended findings of facts from staff everything is consistent.
THE CHAIRMAN: Thank you, sir.
Motion to approve? Do we have a second?
MR. FEARS: Second.
THE CHAIRMAN: Second.
Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)

THE CHAIRMAN: All right. Motion carries.
So we are recommending HDMU to the Board of County Commissioners on the third go-around. Okay.
Thank you, Mr. Page.
(Hearing concluded at 9:35 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 Planning Board 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:	04/04/2017
CASE :	Z-2016-13
APPLICANT:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
ADDRESS:	6013 Hilburn Road
PROPERTY REF. NO.:	29-1S-30-1504-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	05/04/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDR, High Density Residential district (18 du/acre)

TO: Com, Commercial 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.

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 the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property **would promote** efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

Per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas.

Sufficient central water and sewer system capacity to accommodate higher density development will be reviewed during the site plan review process.

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

Consistent with The Land Development Code

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

Sec. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods. **(See Exhibit A for district provisions)**

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings. (See Exhibit B for district provisions)

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use

districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category. (See Exhibit C for district provisions)

(f) Rezoning to Commercial. Commercial zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.

FINDINGS

In the reviewing the intent and purpose of the existing zoning category of HDR and the proposed zoning category of Com, the permitted and conditional uses of HDR are significantly different from the permitted and conditional uses of the proposed zoning category of Com. For example, HDR zoning allows for High Density Residential uses ranging from group living to multi-family dwellings. Thus, it can be concluded that as stated in Sec. 3-2.8, HDR allows for primary residential use (see Exhibit A). In contrast, the proposed amendment to Commercial allows for primary commercial uses. The primary intent of the Commercial zoning district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts (see Exhibit C). The proposed zoning of Commercial would not provide the needed transition between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. However, in reviewing the zoning categories of the Land Development Code (LDC), there is a transitional zoning category of High Density Mixed-Use (HDMU) that would allow for residential and neighborhood commercial uses of low intensity. (see Exhibit B). The primary intent and purpose of HDMU is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity. The HDMU zoning district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. To conclude, the proposed amendment to

Commercial from the currently zoning of High Density Residential (HDR)is not consistent with the intent and purpose of the Land Development Code.

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.

Sec. 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.

(b) Location criteria. Location criteria are established within some zoning districts to promote compatibility among uses, especially new non-residential uses in relation to existing residential uses. Most criteria are designed to create smooth transitions of use intensity from large-scale concentrations of general commercial uses near major street intersections to small-scale dispersed neighborhood commercial uses in proximity to residential areas. Such transitions prevent the adverse impacts of continuous strip commercial development along major streets and avoid negative or blighting influences of some commercial uses on adjacent residential neighborhoods.

FINDINGS

Based upon a site plan review and the existing land use map, the subject property is adjacent to an existing residential development of townhomes known as Sundance Village and is an allowed used within the existing zoning category of HDR. Under the provision of compatibility as sited under Section 3-1.6 (a), zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of different land uses. For the analysis of staff, there are no existing Com

uses adjacent to and as well as the same side of the road of the subject property. The intense and invasive uses that are allowed in Commercial (see Exhibit C) would have an unduly **negative impact** (directly or indirectly) the existing adjacent residential uses. Staff does recognize the fact that there are surrounding Commercial uses within proximity of the subject property on the opposite side of the road, yet the fact remains that if the subject property is rezoned, it **would be incompatible** due to the fact that the rezoned subject property would be adjacent to a residential development.

Also, under the provision of location criteria as sited under Section 3-1.6 (b), it appears the location criteria for Commercial zoning **can be achieved** due to the sites proximity of the subject parcel to the intersection of Creighton Rd at Hilburn Rd. Both are listed as arterial roads and both roads intersect within one-quarter mile of the subject property. (see Exhibit D)

The following language is from excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff:

Decemeber 6, 2016 memo: Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

March 20, 2017 memo: Currently, there is a Roadway Improvement Project programmed in the County's Capital Improvement Program and the State of Florida's Florida Department of Transportation (FDOT) 5-Year Work Program along SR742 (Burgess Road) from US29 to Hilburn Road within the vicinity of the subject parcel. The project is expected to widen the existing two-way, two-lane roadway to a 4-lane roadway. The right-of-way acquisition phase (currently on-going) is programmed through Fiscal Year 2018, with the County expected to fund $1M towards the right-of-way phase.

The Florida-Alabama Transportation Planning Organization (TPO) currently lists the aforementioned project as the #2 Non-Strategic Intermodal System capacity project for the TPO 2040 Long Range Transportation Plan (LRTP). The TPO's LRTP Cost Feasible Plan programs the construction phase ($18M) during the Fiscal Year 2021-2025 time period.

Per the TPO's Congestion Management Process Plan, Burgess Road is currently functioning within its allowable capacity for traffic volumes between the segment of CR95A (Old Palafox) and Hilburn Road. The maximum level-of-service (LOS) for the roadway segment is LOS D (14,800 trips/day), and currently the roadway segment is functioning at a LOS D (8,000 trips/day) and is expected to remain at a LOS D and exceed 9,700 trips/day by Year 2024.

Note: TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

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

Changed conditions

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

FINDINGS

Staff found **changed** conditions that would impact the amendment or property. Staff found case Z-2004-42 at 190 Creighton Road, approved 12/09/2004 for rezoning from R-4 to C-1. Staff also found case Z-2005-58 at 473 Allen Court, approved 01/05/2006 for rezoning from R-4 to C-1. Both case were approved under the previously adopted Land Development Code. (See Exhibit D for the location map of the above rezoning cases)

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

Based upon the literal review of the existing land uses and zoning categories surrounding the subject properties (see Exhibit D), there appears to be a development pattern in the area. The site is surrounded by Commercial zoning to the north and east of the subject property, yet are located across the roadway. The approval of the rezoning could contribute to the establishment of Commercial uses that would compliment the other Commercial zoned properties in the area, yet most of the Commercial zoned property in the area are vacant with no Commercial uses currently established. Staff found that within the 500' impact radius, it appears

only two of the Commercial zoned properties have associated commercial uses that are currently established. The other properties in the area that are zoned Commercial are vacant or have an established residential use. Similarly, the surrounded residential zonings of HDR have established residential uses or are vacant as well. The zoning category of HDMU could provide a more logical and orderly development pattern that would result in the transitional zoning needed between the HDR and Commercial zoning categories in the area.

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

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

Attachments

Z-2016-13
Exhibit A
Exhibit B
Exhibit C
Exhibit D

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2016-13

Applicant: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Address: 6013 Hilburn Road
Property Size : 1.52 (+/-) acres

From: HDR, High Density Residential district 18 (du/acre)
To: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

A hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of February 2017, commencing at approximately 10:40 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:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
TIMOTHY PYLE, District 2
ALVIN WINGATE, District 3
ERIC FEARS, District 4
REID RUSHING, Vice Chair
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
CALEB MacCARTEE
JOHN FISHER
ALLYSON CAIN

FOR THE APPLICANT:

CLARK, PARTINGTON
BY: JESSE W. RIGBY, ESQUIRE
125 West Romana Street, Suite 800
Pensacola, Florida 32502

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PROCEEDINGS

THE CHAIRMAN: We will immediately move into our next case, which is Case Z-2016-13.

Mr. Page, Buddy Page is the agent for Shaun Romero, the owner, 6013 Hilburn Road, 1.52 plus or minus acres, from HDR, high density residential district, 18 raw units per acres to commercial district, 25 dwelling units per acre, lodging unit density not limited by zoning.

Members of the Board, again I'll ask you on this case, have there been any ex parte communications between you, the applicant, applicant's agent, attorneys, witnesses, fellow Planning Board members, or anyone from the public?

Also, please disclose if you have visited the subject property or you are a relative or business associate of any of the parties.

And at this.

MR. OPALENIK: No to all.

THE CHAIRMAN: All right. Thank you, sir.

MS. HIGHTOWER: No to all.

MR. HOWARD: No to all, except I think I am familiar with this location.

THE CHAIRMAN: Okay. Thank you.
Chairman, no to all.
MR. FEARS: No to all.
MR. INGWELL: No to all.
THE CHAIRMAN: Mr. Wingate.
MR. WINGATE: No communication.
THE CHAIRMAN: All right. Thank you, sir. Mr. Rushing?
MR. RUSHING: No to all.
THE CHAIRMAN: All right. Staff, was notice of the hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay. And was it also correctly posted on the subject property?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay.
Mr. Page, I see you there. Sir, if there's no objections, can the staff present the maps and photography?
All right. Thank you.
Will you be presenting?
MR. MacCARTEE: Yes. Caleb MacCartee, urban planner.
THE CHAIRMAN: Okay. Were you sworn in at

the beginning?
MR. MacCARTEE: I do not believe I was in the room at the time.
THE CHAIRMAN: Okay. We'll have you sworn in.
(Caleb MacCartee was duly sworn.)
THE CHAIRMAN: You'll be doing the staff?
MR. MacCARTEE: Yes.
This case was sent back to the Planning Board. It was heard here on December 6, 2016, and approved by the Board.
And it was sent back from the BCC for a public comment period. We can go through the maps and the staff findings, but everything is consistent with the Land Development Code.
THE CHAIRMAN: Okay. Did we miss the public comment?
MR. JONES: No. What happened -- what happened was, the Commissioner . . . he was concerned, and he wanted to make sure again that the public -- that the public, if they want to speak on this case, that they be heard for the record, so that's why it was sent back. It was remanded back. Did the analysis. Staff findings will not change.

Now, of course, if you want to make your findings, you can again, but it was basically to hear additional public.
MS. CRAWFORD: There were two additional witnesses that appeared at the Board of County Commissioners meeting that were not present at the Planning Board to speak.
And so based on those two witnesses requesting to be heard at the Board of County Commissioners, they remanded back for the public comment portion but not necessarily for a complete rehearing, unless the Planning Board wishes for all of the information to be presented.
Otherwise, again, you could adopt the prior evidence in that first hearing into this and proceed from that.
I do not know if the two individuals are present or if there are other citizens present.
THE CHAIRMAN: Okay.
All right. Caleb, well, let me handle this portion of it, and then we'll go from there.
For members of the public who wish to speak on this matter, please note that the

Planning Board bases its decisions on the approval conditions and exceptions described in Section 2-7.2 of the Escambia County Land Development Code. If we could please bring those up on the screen, the approval conditions.
During our deliberations, the Planning Board does not consider general statements of support or opposition. Accordingly, please limit your testimony to one of the conditions shown on the board included in Section 2-7.2.
Also please note that only those individuals who are present today can give testimony on the record before the Planning Board and will be allowed to speak at the subsequent hearing before the BCC.
Toni Pettigrew.
Good morning, ma'am. If you'll please be sworn in, and then state your name and address for the record.
(Toni Pettigrew was duly sworn.)
MS. PETTIGREW: Toni Pettigrew, 6220 Confederate Drive.
Can y'all hear me?
I'm a concerned owner, homeowner. I've been in my home for 12 years. We've made a lot

of improvements, as all of our neighbors have, and so I . . . this is my first time doing this kind of thing, but I did some research, so I made a little list. And I'll read it to you, if that's okay.

After consulting with the Escambia Property Appraiser, the Escambia Transportation and Traffic Operations and the Florida DOT, I have come to these conclusions for denying the rezoning of Hilburn Road Case Z-2016-13:

One, property value impacts. Some renters are not as careful maintaining property as most homeowners are, due to lack of pride of ownership.

Number two, nuisance-based impact. Rezoning would adversely impact the quality of life in the Oakfield Acres area, with increased traffic which could potentially cause more accidents.

Other problems would include increased noise, lights, fumes, and pollution. Flooding is already an issue on Burgess Road.

Cutting down more trees to make way for more developments would increase potential for more flooding.

Last but not least, the intrusion of nonresidential uses. Approval of this proposal would open the door for increased unknown commercial activity.

This is my retirement home. I'm 71. My husband is 73. I speak for other neighbors. One lady is 89. She's been in her home 60 years. She's widowed now. She's raised four kids there.

The general consensus of my neighbors is that they do not want this rezoning to occur, mainly because we do not know what's going to happen next week, next year, two years from now.

And I am aware of the big, major plans that is in play. I did speak to Rick Branton, the project manager for this number 218429, and he informed me that the planning has been done and completed, but no permits have been drawn. Nothing has gone past that.

And this has been like over a ten-year period as well, you know, so he said the stopping of the rezoning of this area would not affect this major development. And he also stated that there's no money right now to go forward with this major development.

So I rest my case. I hope y'all understand that there's plenty of people who couldn't be here today because they're either elderly or they're working and they're trying to get their kids through high school and college.

So thank you for your consideration and your time.

THE CHAIRMAN: Thank you, Ms. Pettigrew.

At this time I'd like to just -- Horace, if you would just maybe address what happens through the DRC process if the rezoning is recommended for approval again.

MR. JONES: Yes, sir.

THE CHAIRMAN: Because some of the things that Ms. Pettigrew brought up are caught in that process, so if you would.

MR. JONES: Absolutely. Absolutely. Again, we do want to thank her for coming and speaking to address her concerns, yet with the understanding that if the Planning Board does recommend for this to be approved, and the BCC approves of this, there's another process for development that must occur.

At that time we will be looking at the stormwater requirements. We'll be looking at

the flood zone area. We'll be looking at traffic. We'll be looking at roadway connections, all of those things. That is called the site plan review process.

And once they submit -- if it is approved, a plan, we will be looking at it to make sure that that project complies with all of the Land Development Code requirements and any other -- and any other regulations concerning Escambia County.

As I said, stormwater, wetlands, traffic, any -- any of those things that we were -- flooding. We would definitely be looking at those areas to make sure that the project meets all the regulations. So this is just the first -- this is the 30,000 foot level at this -- at this point in time.

THE CHAIRMAN: Okay. And I think -- I know this is all very confusing. It confuses me sometimes.

These criteria that are on the board are all that we are allowed to consider when it comes to a rezoning request.

And not saying that the Board's not going to change its mind, but at the last hearing, all

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of these criteria were met, and that is why the Board recommended approval.

Like Mr. Jones said, there are other things that concern you, the traffic, and the water flows, and other things like that. They're not part of this process.

They're part of another public process, which you have access to as well. So I just want to make sure you understand. We are actually not supposed to consider what project may go there.

We have to consider any project that would be legally allowed on the property, so I just want to make that clear because I know it's very, very confusing, but this is kind of our Bible that's on the board right now. This is what we have to consider.

And if it meets all of these criteria, then, you know, typically it will be recommended for approval.

So I know it's confusing, so . . .

Okay. Our next speaker is John Pettigrew.

MS. PETTIGREW: I speak for my husband John. He had a prior.

THE CHAIRMAN: No, ma'am. We can't do

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that, unfortunately.

MS. PETTIGREW: Okay.

THE CHAIRMAN: He has to be here present to do that.

MS. PETTIGREW: He was going to agree anyway.

THE CHAIRMAN: Okay. Okay.

Rhonda Robinson.

Good morning, ma'am. We'll have you sworn in, and then state your name and address for the record, please.

(Rhonda Robinson was duly sworn.)

MS. ROBINSON: I'm to give you or the Board my name?

THE COURT REPORTER: Just state it.

MS. ROBINSON: Rhonda Robinson. My address is 697 Shilo Drive, which is directly off of Hilburn and Bridgewood Estates.

I understand from Mr. Jones, I was one of the two that wanted to speak at the Commissioner's meeting. I was not aware that you have to speak here first in order to voice your concerns.

I do understand the criteria. I just wanted to speak on record that I will be at the

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Commissioner's office -- meeting because my concerns, too, do not meet this criteria, but I do have concerns as to what's going to be put there.

I have questions that I understand don't fall into this criteria, but I have to publicly speak here in order to be able to voice my concerns at the Commissioner's meeting.

Am I understanding that correctly?

THE CHAIRMAN: Yeah. And sometimes, if your concerns are about what's going to go there, it may be compatible with surrounding uses. You may feel like it's not compatible with, you know, commercial next to a residential, or something.

MS. ROBINSON: And as a Realtor that's representing Buddy, spoke to Dr. Scamanachi (phonetic) for me.

And basically I didn't get an answer because from -- and tell me if I'm understanding. I've spoken to a couple of people in the Zoning Department.

Legally they don't have to tell us what's going to go there. There's like -- if there's a zone A, B, C, it may be a Motel 6, if it says

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hotel lodging, or it could be a Hilton Hotel. They don't legally have to say, "This is going to be this type of hotel" or "This is going to be a four-star hotel, one star." Am I understanding that correctly?

THE CHAIRMAN: Horace, does that come out in the DRC process?

MR. JONES: That comes -- that comes out during the site plan review process. And I strongly suggest that if you have your concerns, that you state your concerns here because, yes, ma'am --

MS. ROBINSON: Okay.

MR. JONES: -- because if you do not state them here, this transcript goes up before the BCC.

MS. ROBINSON: Okay.

MR. JONES: And Ms. Rodgers, who is the county attorney, if -- if you make any new testimony, it -- it will not be -- she's not going to let that go forward, so please state your concern here.

MS. ROBINSON: Okay.

MR. JONES: But to address, yes, what that -- if it is going to commercial, they --

they are -- there are currently -- there are many intense uses with commercial, no doubt.

However, when you look at the size of the lot . . .

MS. ROBINSON: You can't really see it from Hilburn --

MR. JONES: Right. Right.

MS. ROBINSON: -- and we're on Shilo, so --

MR. JONES: Right. Right. Right.

But look at the size of the lot. And it's going to be constrained on what can go there, because we have to look at parking, which is a requirement. They gotta maintain their own stormwater.

So all of those things, whatever's approved, they gotta come back through my department. And the requirements are very, very stringent.

MS. ROBINSON: Okay.

MR. JONES: So -- so -- so -- so it's only so much they can do with that size of a parcel. It's very constrained.

MS. ROBINSON: Okay. Sorry --

MR. JONES: The location criteria. We

have to look at all that.

MS. ROBINSON: Okay. So my concerns are -- and I'm the homeowner's association for my subdivision -- I would like to know what can go there, if they can be a little bit more specific.

And we are having major issues with Burgess Road as of now. And I want to know the impact on the traffic. Are they going to be able to go in and out of Hilburn or is there a way that you can go in Hilburn and still come out onto Burgess?

MR. JONES: As far -- as far as the traffic, again with the traffic, we -- we -- we have transportation people that -- as a matter of fact, Mr. Davis, he -- he -- he is the division manager for that area.

We have staff that sits on the site plan review project, and we're going to make sure that they read all the standards, so it's really, really too early for us without a site plan, for us to know about the traffic impacts.

MS. ROBINSON: Okay.

MR. JONES: But that definitely will be looked at and addressed, if it is approved going

forward.

MS. ROBINSON: Okay. So I guess in a nutshell my -- my own concern -- I'm not for or against -- I just don't feel like as a resident we have enough information as to what's going to be located in our community.

So if I had to state the reason that I'm here today, it's to not get a vague answer of, it may be this, it may be that. I want to know what's in my neighborhood, so that would be my only thing.

MR. JONES: And -- and -- and once -- and once, if it is approved -- I'll go back to that -- there would be -- there would be a preapplication meeting. It's all public record. If you see any type of signs, you contact me immediately.

MS. ROBINSON: Okay.

MR. JONES: You watch. You stay. You're stay -- you're a homeowner, which you will contact the Commission office and I'll be glad to -- you come and you can take a look at all of the plans --

MS. ROBINSON: Okay.

MR. JONES: -- all of the designs and

everything, because all of those is public. All of that is public information.

MS. ROBINSON: All right. That's all I wanted to state. That was my reason for being here

THE CHAIRMAN: Well, and the staff here is very good, and they read my mind.

On the Board that we have up there now is a list of permitted uses within a commercial district. Okay?

And as I said, we as the Planning Board, we don't consider any specific, whether it's a hotel, whatever. Anything that's listed here would be permitted in that approved district. Okay.

Now, like Mr. Jones has already said, they have to go through a lot more steps before they start -- turning shovels. They have to go to the DRC, which includes the traffic and the wetlands and the stormwater. There's a lot. Emergency access, all kinds of things that go through that, but -- and it is kind of almost like the chicken before the egg. We have to approve something without knowing what's going there either.

MS. ROBINSON: Gotcha.
THE CHAIRMAN: So we have to go back to this list and say, "Okay. Are these appropriate uses, any one of them?"
MS. ROBINSON: Okay.
THE CHAIRMAN: Okay. And that keeps us from having any kind of, you know, conception of what it may be ahead of time when we're making our decision.
So I know it's confusing, but a lot of times we want to know what's going there, too, but we're legally not allowed to even ask that of the applicant.
MS. ROBINSON: Okay.
THE CHAIRMAN: You know. So does that make sense?
MS. ROBINSON: It does.
THE CHAIRMAN: I know it's still confusing, but . . .
MS. ROBINSON: Now, I have one last question.
THE CHAIRMAN: Yes.
MS. ROBINSON: Do I have to stay for the second part? Like with the first case you did, like the first part. I'm learning all of this.

THE CHAIRMAN: No. That was a different --
MS. ROBINSON: Oh. I'm a teacher, and I've got to get back to my classroom. I've got a temporary sub in my classroom, so I just wanted to make sure I didn't have to stay for anything else. That was it.
THE CHAIRMAN: No. You're on the record now.
MS. ROBINSON: Okay.
THE CHAIRMAN: You'll be allowed to speak at the Board of County Commissioners.
MS. ROBINSON: Okay.
THE CHAIRMAN: Regardless of what the Board recommends, you'll still have that right at this time.
MS. ROBINSON: Okay. Okay. All right. Thank you, guys, very much.
THE CHAIRMAN: Thank you. All right. Okay.
MS. HIGHTOWER: Mr. Chair, could I ask a question of Mr. Jones?
THE CHAIRMAN: Mm-hmm.
MS. HIGHTOWER: When you do the -- when they do the transportation analysis, is it only

what's happening right then? Because one of them is going to become a high school again in probably 2018, 2019. And will be more traffic because it's going to be West Florida, where most of the students are in their own vehicles, or -- so I just wondered about that.
MR. JONES: And David -- David can talk more on that.
We will be looking at that specific project, but definitely, if there's a long-term plan at transportation, I believe David will talk to you about long-term projects, if you know how it will impact a school that may come in that area, how that's going to impact that little roadway connection off of Burgess.
MR. FORTE: David Forte, Division Manager, Escambia County Public Works.
It really -- obviously, as Mr. Briske mentioned, that's more of a DRC type review.
We do look at the applications from a -- from a long-term, how it may impact some programmed projects that DOT or the county have programmed.
There actually is a program project. I believe we mentioned it in our memo to the -- to

the Board, that there's going to be a -- DOT will be widening and actually creating a new roadway, essentially a connection from Burgess and Creighton -- I believe it's actually on the map you saw showed the zoning, that white area.
Just to the north of it. That's the actual -- that's DOT right-of-way, and they -- they -- they do intend to extend that all the way down, have a four-lane from essentially Hilburn all the way back to US29. And that also will help the traffic flow for the new school, so yes, ma'am.
MR. JONES: Thank you, David.
THE CHAIRMAN: All right.
Dan Wendleton.
(Dan Wendleton was duly sworn.)
THE CHAIRMAN: Good morning, sir. We'll have you sworn in, and then your name and address for the record, please.
MR. WENDLETON: Wendleton. Dan Wendleton. And I live at 6253 Appomattox Drive.
THE CHAIRMAN: Thank you, sir. Go ahead.
MR. WENDLETON: Okay. I live approximately three-quarters of a mile from the tract in question here.

And I -- my wife and I make use of the local convenience store.

So my particular interest at this point is that this area here is not, I don't think, really suitable for further residential development on that particular tract or the adjacent ones, but I do believe it would be a good place for suitable business, retail or other use. So just like to say that I believe I would want to see the change approved.

THE CHAIRMAN: Okay. Thank you.

All right. That's the last person that has signed up to speak.

Is there anyone else in the public here that wants to speak on this matter before we close public comment portion?

(No response.)

THE CHAIRMAN: All right. Hearing none, I will hereby closing the public comment portion of the meeting.

Mr. Page, would you like to address anything or add anything?

MR. PAGE: Nothing new, Mr. Chairman.

THE CHAIRMAN: Okay. Staff, do we have anything else to present, other than the

findings of fact that were presented and previously voted on?

(No response.)

THE CHAIRMAN: Okay. And the background on this was that it was presented to this Board, recommended for approval to the Board of County Commission, and then the issue that some members of the public hadn't spoken came up. Okay. Nothing has changed since that time.

MS. CRAWFORD: And just for clarity of the record, I would suggest that you adopt and introduce all that prior testimony and evidence again into this hearing so that if the citizens who spoke at the first time also want to come to the next PTC meeting, they wouldn't face the same challenge, and then there wouldn't be a question that only the three that spoke here today would be allowed.

So just out of an abundance of caution. I don't know that it's necessary, but I don't think it would hurt for you to do that.

THE CHAIRMAN: Okay. So Board members, if you're going to make a motion, let that include the prior record from the previous meeting and all of the evidence and transcript and

everything that came from that prior meeting.

Chair will entertain a motion or discussion.

MR. RUSHING: I'd like to make a motion to approve the 2016-13, along with all previous testimony as part of the fact -- findings of fact, and therefore I'd move to approve this -- this rezoning.

THE CHAIRMAN: All right. We have a motion, including all of the previous documents, exhibits and evidence, and speakers, and everything else.

Do we have a second?

MR. HOWARD: Second.

THE CHAIRMAN: Thank you, sir.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Motion carries, so it will be sent back to the Board of County Commission for their approval again as

recommended.

(Hearing concluded.)

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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 Planning Board 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. B.**

Meeting Date:	02/07/2017
CASE :	Z-2016-13
APPLICANT:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
ADDRESS:	6013 Hilburn Road
PROPERTY REF. NO.:	29-1S-30-1504-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	03/02/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDR, High Density Residential district (18 du/acre)

TO: Com, Commercial 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.

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 the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property **would promote** good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

Per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas.

Sufficient central water and sewer system capacity to accommodate higher density development will be reviewed during the site plan review process.

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

Consistent with The Land Development Code

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

Sec. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(e) Location criteria. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, 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.
(4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:
a. Any Intrusion into a recorded subdivision is limited to a corner lot.
b. A system 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 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.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The applicant did not provide a compatibility analysis.

The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff: Z-2016-13 – Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

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

Compatible with surrounding uses

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR, HDR, and Com. These uses include vacant commercial, existing commercial, and single and multi-family residence in the area.

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Changed conditions

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

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property. Staff found case Z-2004-42 at 190 Creighton Road, approved 12/09/2004 for rezoning from R-4 to C-1. Staff also found case Z-2005-58 at 473 Allen Court, approved 01/05/2006 for rezoning from R-4 to C-1.

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

Development patterns

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

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The site is surrounded by Com zoning to the north and east of the subject property. The approval of the rezoning will contribute to the establishment of Commercial uses that would compliment the other Commercial zoned properties in the area.

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

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

Attachments

Z-2016-13

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2016-13
Applicant: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Address: 6013 Hillburn Road
Property Size: 1.52 (+/-) acres
From: HDR, High Density Residential district (18 du/acre)
To: Com, Commercial 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 6th day of December 2016, commencing at 11:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE
Chair

TIM TATE
Vice Chair

REID RUSHING
At-Large

JAY INGWELL
District 1

EDWIN HOWARD
At-Large

TIMOTHY PYLE
District 2

PATTY HIGHTOWER
School Board

STEPHANIE ORAM
Navy

PLANNING BOARD STAFF:

Meredith Crawford, Esq.
Assistant County Attorney

Horace Jones, Director
Caleb MacCartee
John Fisher
Kayla Meador

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TOMMY BROWN	14

PROCEEDINGS

THE CHAIRPERSON: All right. Our next case is 2016-13, Buddy Page, agent for Shaun Romero, owner, 6013 Hillburn Road, 1.52 acres from HDR, high density residential to commercial district.

On this case, members of the board, has there been any ex parte communication? Have you visited the site? Have you had any discussions with the applicant, agents, attorneys, witnesses, Planning Board members, or anyone from the general public? Also ask if you were a business, relative or associate of any of the parties.

And starting with Ms. Oram.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: No to all. Familiar with the site.

THE CHAIRPERSON: Mr. Howard, I believe you have to leave the meeting now?

MR. HOWARD: I do, yes, sir.

THE CHAIRPERSON: Okay. So he's going to be leaving for this hearing, so he will not be

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participating in this one.
(Mr. Howard left the meeting.)
THE CHAIRPERSON: The Chairman has no ex parte communication.
MR. TATE: No ex parte communication.
MR. INGWELL: No to all.
MR. RUSHING: And no to all.
THE CHAIRPERSON: All right. Thank you.
Staff, was notice published to all interested parties?
MS. CRAWFORD: Yes, sir.
THE CHAIRPERSON: Okay. And was it properly posted on the subject property?
MS. CRAWFORD: Yes, sir.
THE CHAIRPERSON: All right. Thank you.
Mr. Page, any objection to the pictures and everything?
MR. PAGE: No.
THE CHAIRPERSON: Okay. Let's go with the maps and photography.
MR. MacCARTEE: Caleb MacCartee, urban planner for the county.
We are -- Location map showing the subject parcel. Here is our 500-foot zoning map, our future land use map, FLU, existing land use,

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aerial photography of the site.
Also located in Oak Hill Community Redevelopment Agency overlay. Here's our notice of public hearing. Looking onto the site, looking northwest from the site.
And here is the intersection at Creighton along Hillburn Road looking north. This is looking east from the site across Hillburn, looking southeast from the site across Hillburn, and looking south along Hillburn.
MR. TATE: I have a matter for the record, just as a point of fact. Oak Hill Redevelopment site. Is that the proposed Oak Hill Redevelopment?
MR. MacCARTEE: It is a district, but there's no performance standards for that right now. It's undefined.
MR. TATE: Okay.
MR. MacCARTEE: Here's our 2500-foot radius map from Escambia County Property Appraisers, and our mailing list.
And that concludes the slide and photographs for this case.
THE CHAIRPERSON: Okay. Any questions on the maps or photography?

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(No response.)
THE CHAIRPERSON: Okay, Mr. Page.
You were previously sworn in. Please state your name and address for the record on this case.

BUDDY PAGE

previously duly sworn, was examined and testified further as follows:

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane, Pace, Florida.
THE CHAIRPERSON: Sir, on this case, have you received the hearing package and the findings of fact?
MR. PAGE: I have.
THE CHAIRPERSON: And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the comp plan and furthers the goals and objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?
MR. PAGE: I do.
THE CHAIRPERSON: Yes, sir. Go ahead,

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please.
MR. PAGE: Mr. Chairman, this application seeks to change the referenced parcel of property over to a commercial classification, basically to match the commercial that's located and zoned to the east and the parcel to the north.
I've gone through the staff's findings of fact. We could adopt all of those as our own. And for public clarification, on the location criteria, the findings for that initially from the staff states that the proposed amendment is not consistent with the intent and purpose. The applicant did not provide a compatibility analysis. It picks out one of those criteria in order to make it compliant.
That certainly was an error, Mr. Chairman. I have those two pages with me. I previously submitted those to the staff for their review. And basically, it's an aerial photograph showing the distance from the site to the westernmost -- southwesterly most corner of the University Plaza campus, if you will, of being less than the quarter mile.
And I've also attached with that a copy of

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the FDO traffic counts in that area, measured in April 1964, which shows the capacity or the counts in that general area of 9500 vehicles per day.

So Mr. Chairman, if I could submit these to the board for the board's consideration. As I indicated, we had previously submitted the corrected copy of that to staff.

THE CHAIRPERSON: Mr. Page, did you say 1964? I believe?

MR. PAGE: '64?

THE CHAIRPERSON: Yeah.

MS. CRAWFORD: I heard '64.

MR. PAGE: Yeah. Where did I get that from? I'm not sure, but . . .

The traffic count was in April of 2014.

THE CHAIRPERSON: Okay.

MR. PAGE: Like to update that just slightly.

THE CHAIRPERSON: I don't know if we could use that one.

MR. PYLE: Do we need a motion to submit those for the record?

MR. TATE: Let me ask. He's indicated he submitted to staff. Were they in the packet

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that we received?

MR. MacCARTEE: They were not in the packet originally, but they were submitted as a late edition. And we reviewed them. So they were not submitted in the initial application package. And there's not --

MR. TATE: Not in our package. We would need to accept them.

THE CHAIRPERSON: Right. Okay.

Based on your review of them, though, will that then meet the requirement for that criteria?

MR. MacCARTEE: Yes. Even with the information that we reviewed that Mr. Page had submitted with his documentation, it appears those are traffic count numbers.

In addition, to meet the location criteria, we would say that Hillburn and the intersection of Burgess would meet the locational criteria for the rezoning.

THE CHAIRPERSON: Okay.

MR. MacCARTEE: So it was said it was not consistent prior to the applicant relying on that compatibility analysis, but it wasn't actually submitted.

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THE CHAIRPERSON: Okay.

MR. MacCARTEE: That was submitted. We reviewed it. And either way, it will meet that criteria.

THE CHAIRPERSON: Okay. So upon accepting this into evidence, the staff can change their findings, then?

MR. MacCARTEE: Okay.

THE CHAIRPERSON: All right. Mr. Page, would you describe exactly what the documents are that you have and where they came from, please?

MR. PAGE: Mr. Chairman, the documents consist of two pages. One is an aerial pbotograph taken from Google maps, basically measuring the distance from the northeasterly corner of the property to the southwesterly corner of the university property.

It's showing on here 1336 feet, only because when you barely move the mouse, the feet jump so high and low, it was difficult for me to get it in there.

But if you take a look at the aerial, which is page one, you could deduce from this that the distance would probably be around 1100

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feet or so.

Page number two is taken from the FDOT traffic counts for Escambia County. And it has a number of counter sites located down on the left-hand side. And the one we're relying on is counter number 5182, Burgess Road, showing direction one east of 4700 trips per day, west 4800 trips per day, total of about 9500.

There was another map, just to give you an idea of what the 90 --

THE CHAIRPERSON: Let's stay on this one for just a second --

MR. PAGE: Okay.

THE CHAIRPERSON: -- so I can get it brought into evidence before we go to the other map.

MR. PAGE: Sure.

THE CHAIRPERSON: What is the source of where you pulled this map from, Mr. Page?

MR. PAGE: The actual chart itself came from the FDOT 2015 average annual daily traffic count report for district.

THE CHAIRPERSON: You personally pulled that on your computer, and --

MR. PAGE: I did.

THE CHAIRPERSON: -- printed it out?
MR. PAGE: I did.
THE CHAIRPERSON: Okay. All right.
MR. JONES: Mr. Chairman, I think Caleb stated that he -- he presented this to traffic engineer.
Since we are not the experts on -- on those type of documents, I would like for Mr. Tommy Brown, who normally looks at these reports to validate that that is a -- that that was his reviewing. I don't want to say it is or isn't. Typical, generally speaking.
THE CHAIRPERSON: Okay. Let's validate that, and then we'll have the board make a motion to accept it into evidence.
MR. BROWN: Good morning, sir.
THE CHAIRPERSON: Your name and position.
MR. BROWN: Tommy Brown, transportation planner with Escambia County Transportation and Traffic Operation.
THE CHAIRPERSON: All right. You are previously sworn in, so you're still under oath.
MR. BROWN: Yes, sir.

- - -
TOMMY BROWN
previously sworn, was examined and testified further as follows:
- - -
MR. BROWN: Yeah, I saw these this morning. And I do recognize them as official counts from FDOT. This is what we use when we do any kind of operations assessment, so, yes.
THE CHAIRPERSON: Okay. Thank you, sir. All right. Thank you.
Chair will entertain motion to accept Mr. Page's documents as presented into evidence.
MR. TATE: Move to accept.
THE CHAIRPERSON: Mr. Tate, thank you.
MR. PYLE: Second.
THE CHAIRPERSON: Second, Mr. Pyle.
Any further discussion on this?
(No response.)
THE CHAIRPERSON: All those in favor say "aye."
(Chorus of ayes.)
THE CHAIRPERSON: Please label them as Applicant's Exhibit 1.
All right. Now that we have that into

evidence, did you say that the staff is going to amend their findings so that it is consistent?
MR. MacCARTEE: Yes.
THE CHAIRPERSON: Okay. So we now have all the criteria are consistent; is that correct?
MR. MacCARTEE: Yes.
THE CHAIRPERSON: Okay. All right. Go ahead, Mr. Page. You had another document you wanted to --
MR. PAGE: Mr. Chairman, only if there were any questions regarding that, I did have one other document that had some additional counts on it, but I think at this point it's probably moot.
THE CHAIRPERSON: It will be accepted in. And they're going to amend the findings.
MR. PAGE: There's no need to.
THE CHAIRPERSON: Okay.
MR. PAGE: That's all.
THE CHAIRPERSON: Anything else?
MR. MacCARTEE: We would just like to go on the record that staff is going to amend their findings for the criteria for the Land Development Code to say that it is consistent.

THE CHAIRPERSON: Okay. Thank you, sir.
MR. PAGE: Mr. Chairman, hearing that, then, we would again suggest that the applicant here would accept all of the findings of fact from the staff as amended this morning.
THE CHAIRPERSON: All right. Thank you, sir.
Don't have anyone signed up to speak, but I will ask: Is there anyone from the public that wants to speak on this case?
(No response.)
THE CHAIRPERSON: Okay. Hearing none, then we will close the public comment portion of the meeting.
Board members, sometimes when we have all the criteria met, we accept the staff's findings. We can do that in this case, if you'd like to move forward.
MR. PYLE: I will move.
THE CHAIRPERSON: The Chair will entertain a motion.
MR. PYLE: I will move we proceed with Z-2016-13 staff findings for approval.
THE CHAIRPERSON: For approval?
MR. PYLE: Yes, sir.

THE CHAIRPERSON: All right. Thank you, sir.

THE CHAIRPERSON: Second, as amended; correct?

MR. TATE: Yes, second.

THE CHAIRPERSON: Seconded.

Any further discussion?

(No response.)

THE CHAIRPERSON: All those in favor, say "aye."

(Chorus of ayes.)

THE CHAIRPERSON: Opposed?

(No response.)

THE CHAIRPERSON: All right. Motion carried. All right. Thank you, Mr. Page.

(Hearing concluded at 11:36 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 Escambia County Planning Board 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.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. D.**

Meeting Date:	12/06/2016
CASE :	Z-2016-13
APPLICANT:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
ADDRESS:	6013 Hilburn Road
PROPERTY REF. NO.:	29-1S-30-1504-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	01/05/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDR, High Density Residential district (18 du/acre)

TO: Com, Commercial 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.

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FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property **would promote** good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

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(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, 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.
(4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:
a. Any Intrusion into a recorded subdivision is limited to a corner lot.
b. A system 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 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.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
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Criterion c., LDC Sec. 2-7.2(b)(4)

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FINDINGS

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Changed conditions

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

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property. Staff found case Z-2004-42 at 190 Creighton Road, approved 12/09/2004 for rezoning from R-4 to C-1. Staff also found case Z-2005-58 at 473 Allen Court, approved 01/05/2006 for rezoning from R-4 to C-1.

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

Development patterns

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

FINDINGS

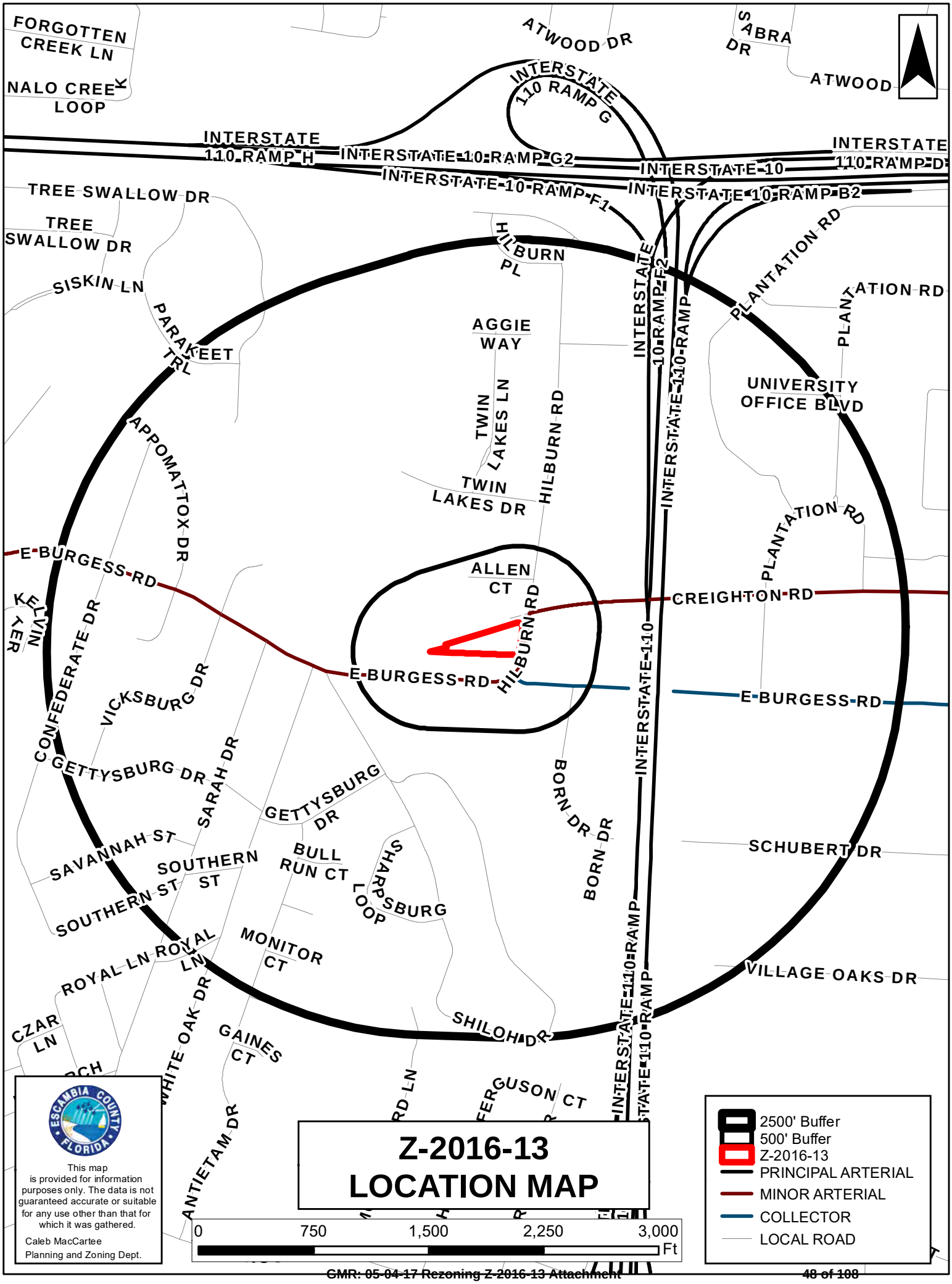
The proposed amendment **would result** in a logical and orderly development pattern. The site is surrounded by Com zoning to the north and east of the subject property. The approval of the rezoning will contribute to the establishment of Commercial uses that would compliment the other Commercial zoned properties in the area.

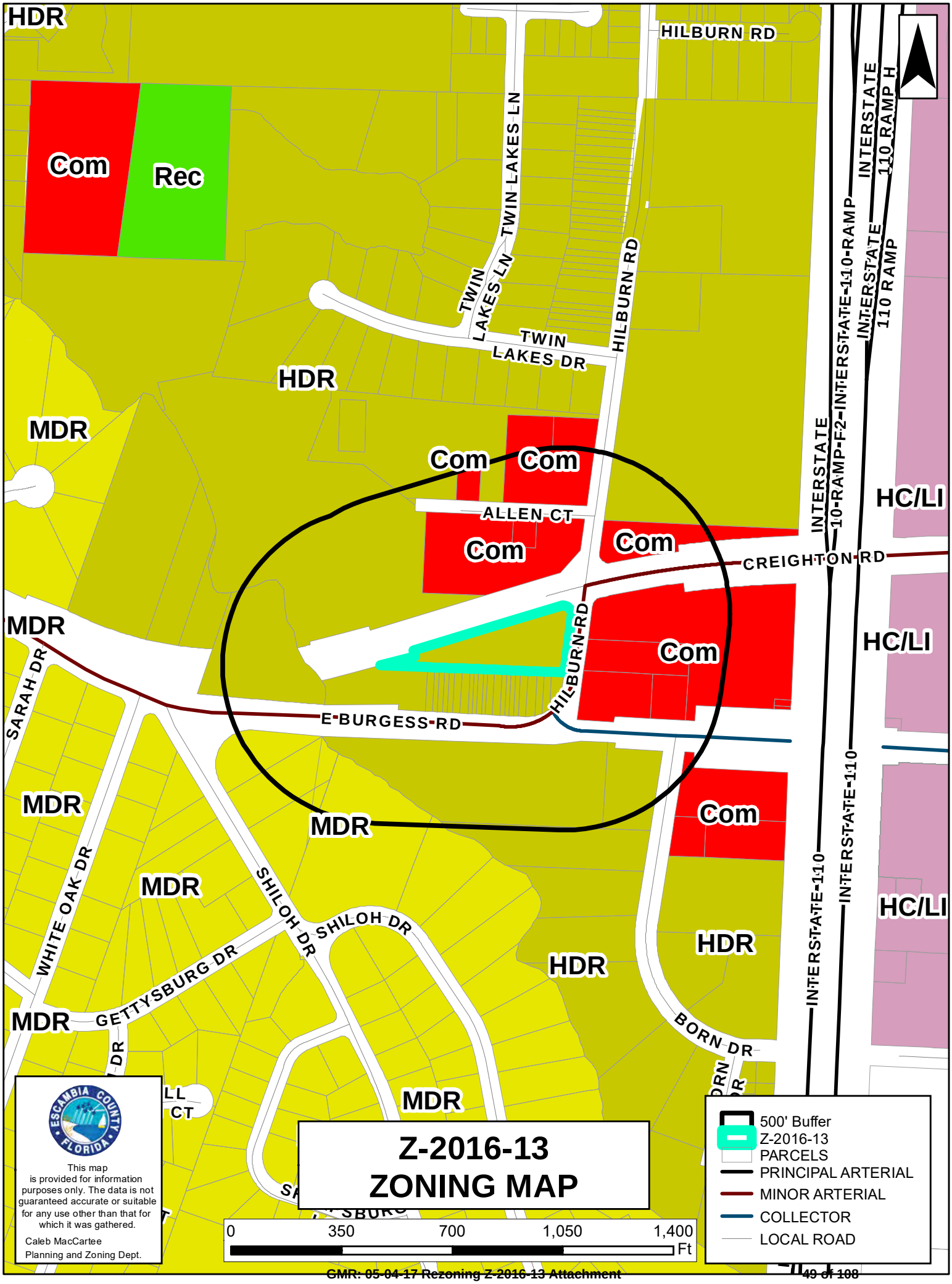
Criterion (f) LDC Sec. 2-7.2(b)(4)
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

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

Attachments

Z-2016-13


FORGOTTEN CREEK LN
NALO CREEK LOOP
ATWOOD DR
SABRA DR
ATWOOD
INTERSTATE 110 RAMP G
INTERSTATE 110 RAMP H
INTERSTATE-10-RAMP-G2
INTERSTATE-10
INTERSTATE 110 RAMP D
INTERSTATE-10-RAMP-F1
INTERSTATE-10-RAMP-B2
TREE SWALLOW DR
TREE SWALLOW DR
SISKIN LN
PARAKEET TRL
HILBURN PL
INTERSTATE 10 RAMP F2
INTERSTATE 110 RAMP
PLANTATION RD
PLANTATION RD
AGGIE WAY
TWIN LAKES LN
HILBURN RD
TWIN LAKES DR
UNIVERSITY OFFICE BLVD
APPOMATTOX DR
E BURGESS RD
ALLEN CT
CREIGHTON RD
PLANTATION RD
KELVIN TER
CONFEDERATE DR
VICKSBURG DR
HILBURN RD
E BURGESS RD
E BURGESS RD
INTERSTATE 110
GETTYSBURG DR
SARAH DR
GETTYSBURG DR
BORN DR
BORN DR
SCHUBERT DR
SAVANNAH ST
SOUTHERN ST
SOUTHERN ST
BULL RUN CT
SHARPSBURG LOOP
ROYAL LN
ROYAL LN
MONITOR CT
INTERSTATE 110 RAMP
VILLAGE OAKS DR
CZAR LN
WHITE OAK DR
GAINES CT
SHILOH DR
INTERSTATE 110 RAMP
ANTIETAM DR
FERGUSON CT
Z-2016-13
LOCATION MAP
0
750
1,500
2,250
3,000
Ft
2500' Buffer
500' Buffer
Z-2016-13
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.
Caleb MacCartee
Planning and Zoning Dept.


HDR
Com
Rec
HILBURN RD
TWIN LAKES LN
TWIN LAKES DR
HILBURN RD
INTERSTATE 10 RAMP
INTERSTATE 10 RAMP F-2
INTERSTATE 10 RAMP
INTERSTATE 10 RAMP
HDR
MDR
Com
Com
ALLEN CT
Com
Com
HC/LI
CREIGHTON RD
MDR
HILBURN RD
Com
HC/LI
SARAH DR
E BURGESS RD
MDR
MDR
Com
WHITE OAK DR
MDR
SHILOH DR
SHILOH DR
GETTYSBURG DR
HDR
HDR
HC/LI
MDR
BORN DR
INTERSTATE 110
INTERSTATE 110
MDR
Z-2016-13
ZONING MAP
500' Buffer
Z-2016-13
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
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Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
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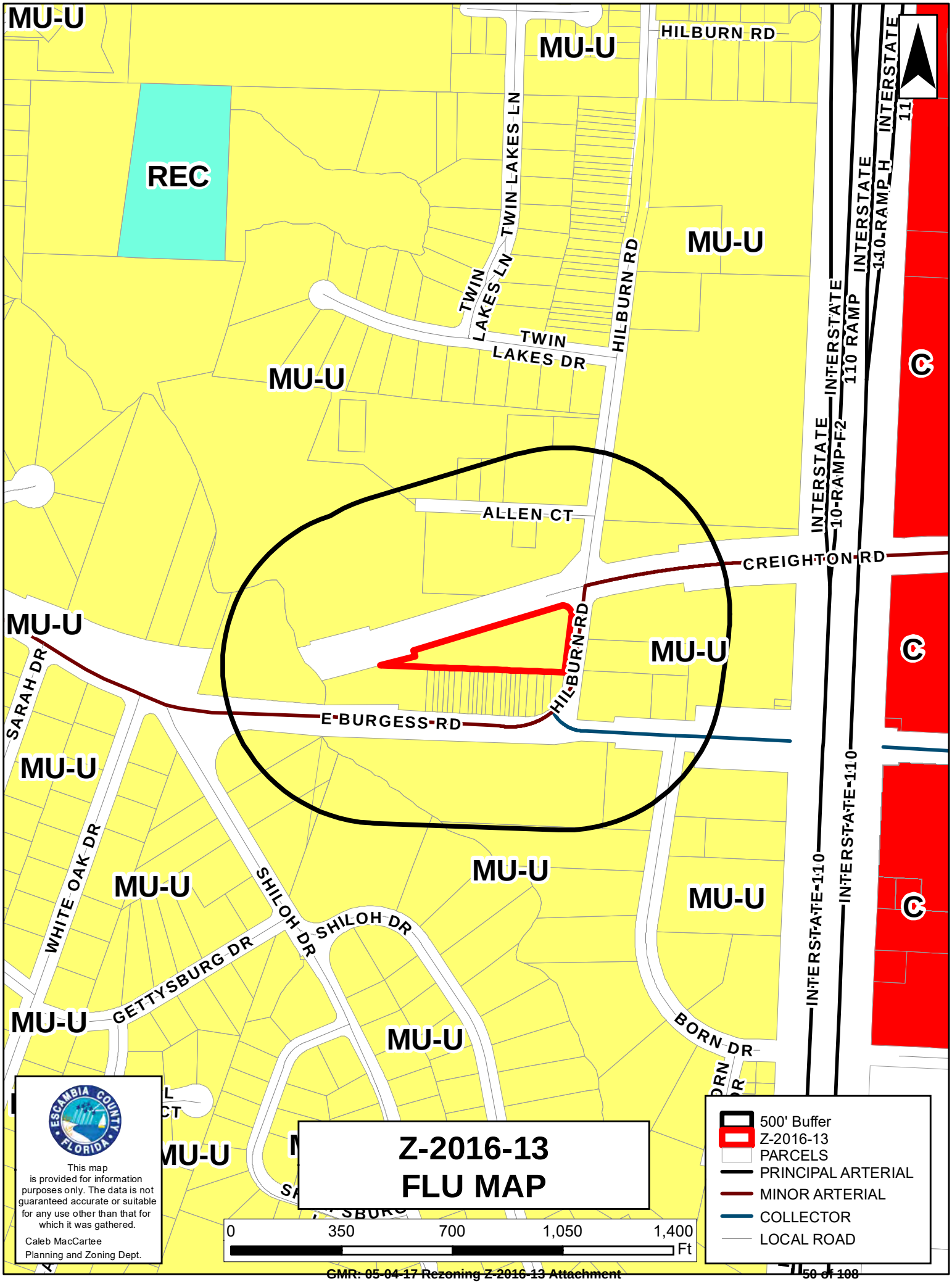
Planning and Zoning Dept.


MU-U
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HILBURN RD
TWIN LAKES LN
TWIN LAKES DR
ALLEN CT
CREIGHTON RD
E BURGESS RD
SARAH DR
WHITE OAK DR
SHILOH DR
GETTYSBURG DR
BORN DR
INTERSTATE 110
INTERSTATE 110 RAMP F-2
INTERSTATE 110 RAMP H
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Z-2016-13
FLU MAP
500' Buffer
Z-2016-13
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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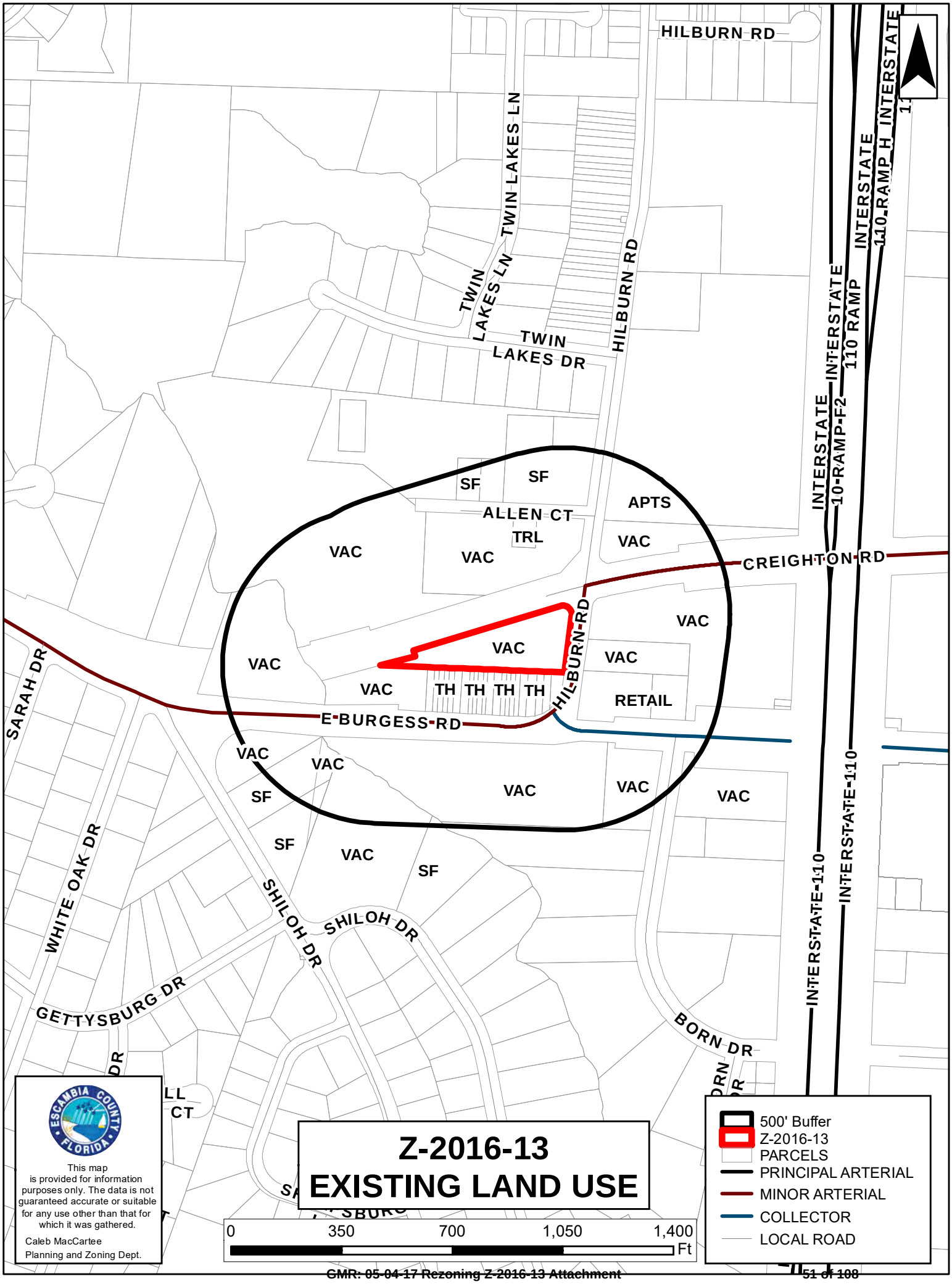
Caleb MacCartee
Planning and Zoning Dept.


HILBURN RD
TWIN LAKES LN
TWIN LAKES DR
HILBURN RD
INTERSTATE 10 RAMP F2
INTERSTATE 110 RAMP H
INTERSTATE 10
INTERSTATE 110
SF
SF
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ALLEN CT
TRL
VAC
VAC
VAC
CREIGHTON RD
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SARAH DR
E BURGESS RD
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WHITE OAK DR
SHILOH DR
SHILOH DR
GETTYSBURG DR
BORN DR
INTERSTATE 110
INTERSTATE 110
Z-2016-13
EXISTING LAND USE
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500' Buffer
Z-2016-13
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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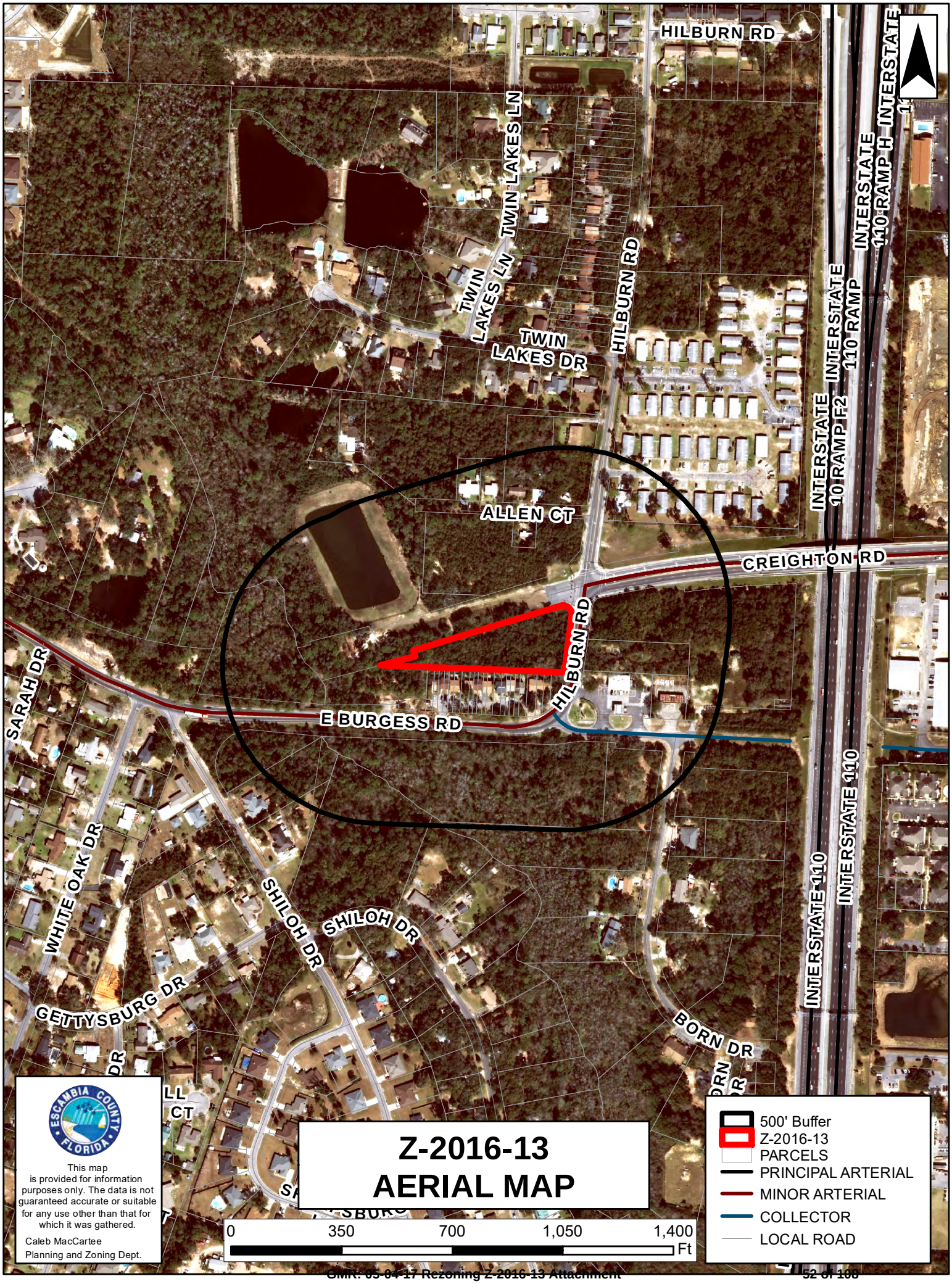
HILBURN RD
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TWIN LAKES LN
TWIN LAKES DR
HILBURN RD
INTERSTATE 10 RAMP H INTERSTATE 1
INTERSTATE 10 RAMP
INTERSTATE 10 RAMP F2
ALLEN CT
CREIGHTON RD
HILBURN RD
SARAH DR
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WHITE OAK DR
SHILOH DR
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GETTYSBURG DR
BORN DR
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INTERSTATE 110
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Z-2016-13
AERIAL MAP
500' Buffer
Z-2016-13
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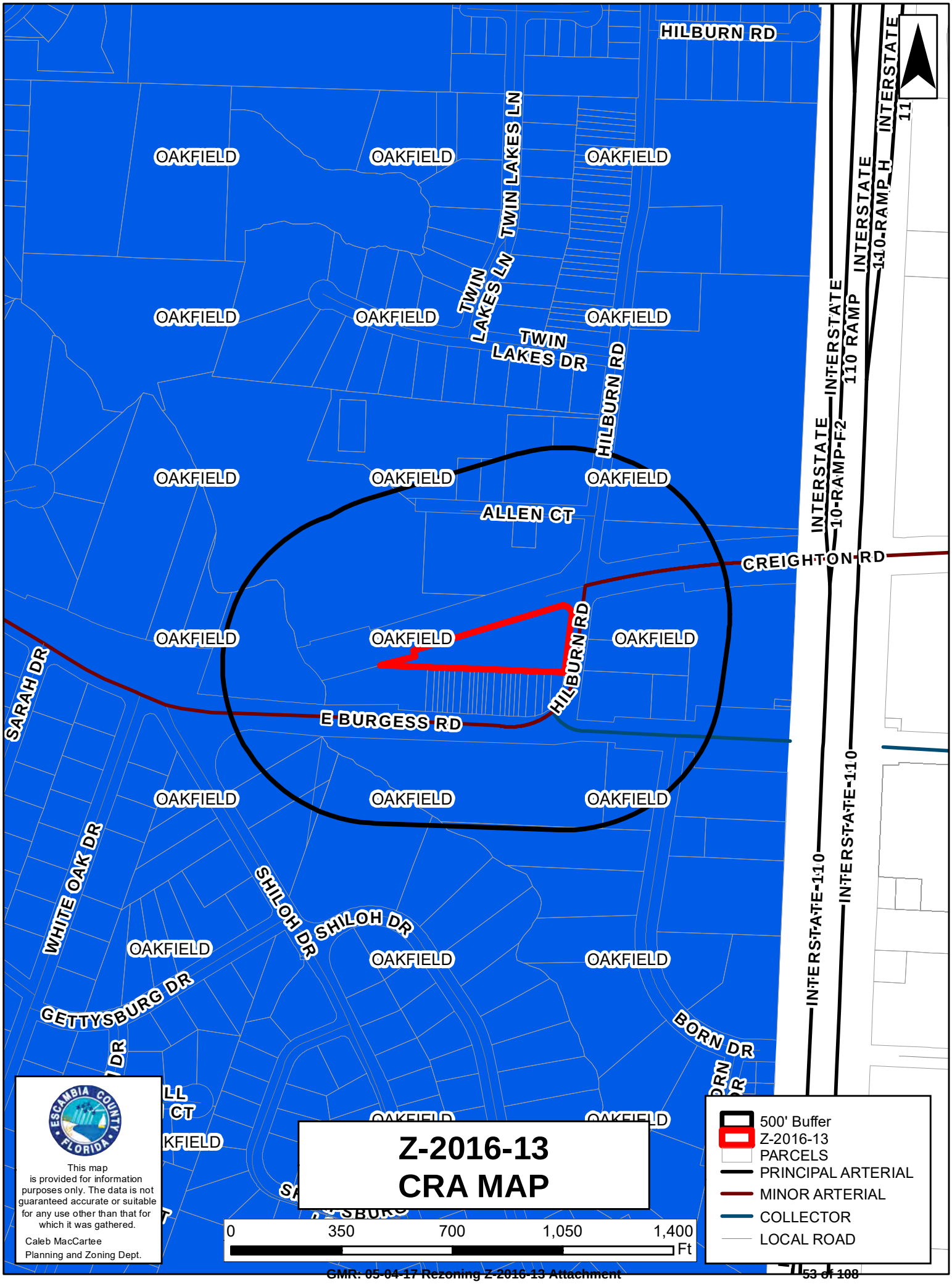
HILBURN RD
TWIN LAKES LN
TWIN LAKES LN
TWIN LAKES DR
HILBURN RD
INTERSTATE 110 RAMP H
INTERSTATE 110 RAMP
INTERSTATE 10 RAMP F-2
INTERSTATE 110
ALLEN CT
CREIGHTON RD
HILBURN RD
E BURGESS RD
SARAH DR
WHITE OAK DR
SHILOH DR
SHILOH DR
GETTYSBURG DR
BORN DR
OAKFIELD
Z-2016-13
CRA MAP
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500' Buffer
Z-2016-13
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Caleb MacCartee
Planning and Zoning Dept.

Public Notice Sign

Looking West onto Site

Looking Northwest from Site

Looking North from Site along Hilburn Road

Looking East from Site across Hilburn Road

Looking Southeast from Site across Hilburn Road

Looking South along Hilburn Road

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpage I©att net

October 27, 2016
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

RE: Rezoning Application Request 6013 Hilburn Road
Property Parcel 29-1S-30-1504-000-000
Request: HDR to Com.

Dear Mr. Jones:

Please find our attached application package requesting Planning Board consideration to change the referenced property zoning category from HDR to Com commercial. The property is located at the southwest corner of Hilburn Road and Creighton Road just west of I-110 and University Mall.

Creighton Road serves as an east west traffic corridor for traffic leaving the University Mall area and all west bound traffic passes in front of this property. FDOT has counted some 9,500 trips per day at this property (see attached FDOT map) in large part due to the close proximity to the mall, suggesting that it meets location criteria requirements.

This request is consistent with provisions within the Comprehensive Plan and the Land Development Code. The existing FLU of Mixed Use Urban allows Commercial zoning.

The requested Commercial category will be compatible with surrounding existing zoning including Commercial to the east and north and west HDR on both the north and south sides of the property.

No changed conditions were observed in the area, and the property is largely high and dry suggesting development will have little or no effect on the natural environment. Existing development patterns contain a mixture or zoning categories and uses suggesting the requested Commercial classification will be consistent with existing development patterns.

Please contact me if you require additional information.

Sincerely yours,

Wiley C."Buddy" Page

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): 2915301504000000

Property Address: 6013 Hilburn Road Pensacola, FL.

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 12th DAY OF August, YEAR OF 2016.

Shaun Romero — Signature of Property Owner

Shaun Romero — Printed Name of Property Owner

8-12-16 — Date

Signature of Property Owner

Printed Name of Property Owner

Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 6013 Hilburn Rd. Pensacola, Florida, property reference number(s) 291530-1504-000-000 I hereby designate Wiley Page (Professional Growth Management) 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 12th day of Aug. the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley Page Email: budpage1@att.net
Address: 5337 Hamilton Lane - Pace, FL 32571 Phone: 850-232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
Shaun Romero	Shaun Romero	8-12-16

Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF La COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 12 day of Aug 20 16,
by Shaun Romero.
Personally Known ☐ OR Produced Identification☐. Type of Identification Produced: Driver's License

Signature of Notary	Printed Name of Notary
	James W. Schwing, Sr.

(Notary Seal) JAMES W. SCHWING, SR. NOTARY PUBLIC LA BAR ROLL NO. 11860 NOTARY I.D. NO. 35913

JAMES W. SCHWING, SR. NOTARY PUBLIC LA BAR ROLL NO. 11860 NOTARY I.D. NO. 35913

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. _____ 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.

Signature of Owner/Agent _____ Printed Name Owner/Agent _____ Date _____

Signature of Owner Shaun Romero Printed Name of Owner Shaun Romero Date 8-12-16

STATE OF La COUNTY OF Allen The foregoing instrument was acknowledged before me this 15 day of Aug 20 16, by Shaun Romero.

Personally Known ( ) OR Produced Identification . Type of Identification Produced: Driver's License

Signature of Notary _____ Printed Name of Notary Thomas W Schwing Sr (notary seal)

JAMES W. SCHWING, SR.
NOTARY PUBLIC
LA BAR ROLL NO. 11860
NOTARY I.D. NO. 35913

ESCAMBIA COUNTY TAX COLLECTOR **2015 Real Estate** NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
03-2080-600		See Below	06	291S30-1504-000-000

2015 Real Estate 0118947.0000

OFFICE
(850) 438-650
Ext. 3252

6013 HILBURN RD
BEG AT NE COR OF LT 3 S 88 DEG
29 MIN 00 SEC W 830 FT TO W R/W
LI HILBURN RD S 4 DEG 27 MIN 00
See Tax Roll for extra legal.

S - 043529 / 004772 1-103858 JM895476
ROMERO SHAUN
PO BOX 9822
NEW IBERIA LA 70562-8822

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	123,500		123,500	817.14
PUBLIC SCHOOLS					
By Local Board	2.1140	123,500		123,500	261.08
By State Law	4.9990	123,500		123,500	617.38
WATER MANAGEMENT	0.0378	123,500		123,500	4.67
SHERIFF	0.6850	123,500		123,500	84.60
M.S.T.U. LIBRARY	0.3590	123,500		123,500	44.34

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 14.8113 AD VALOREM TAXES 1829.21

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		12.13

Pd 8-8-15

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 12.13

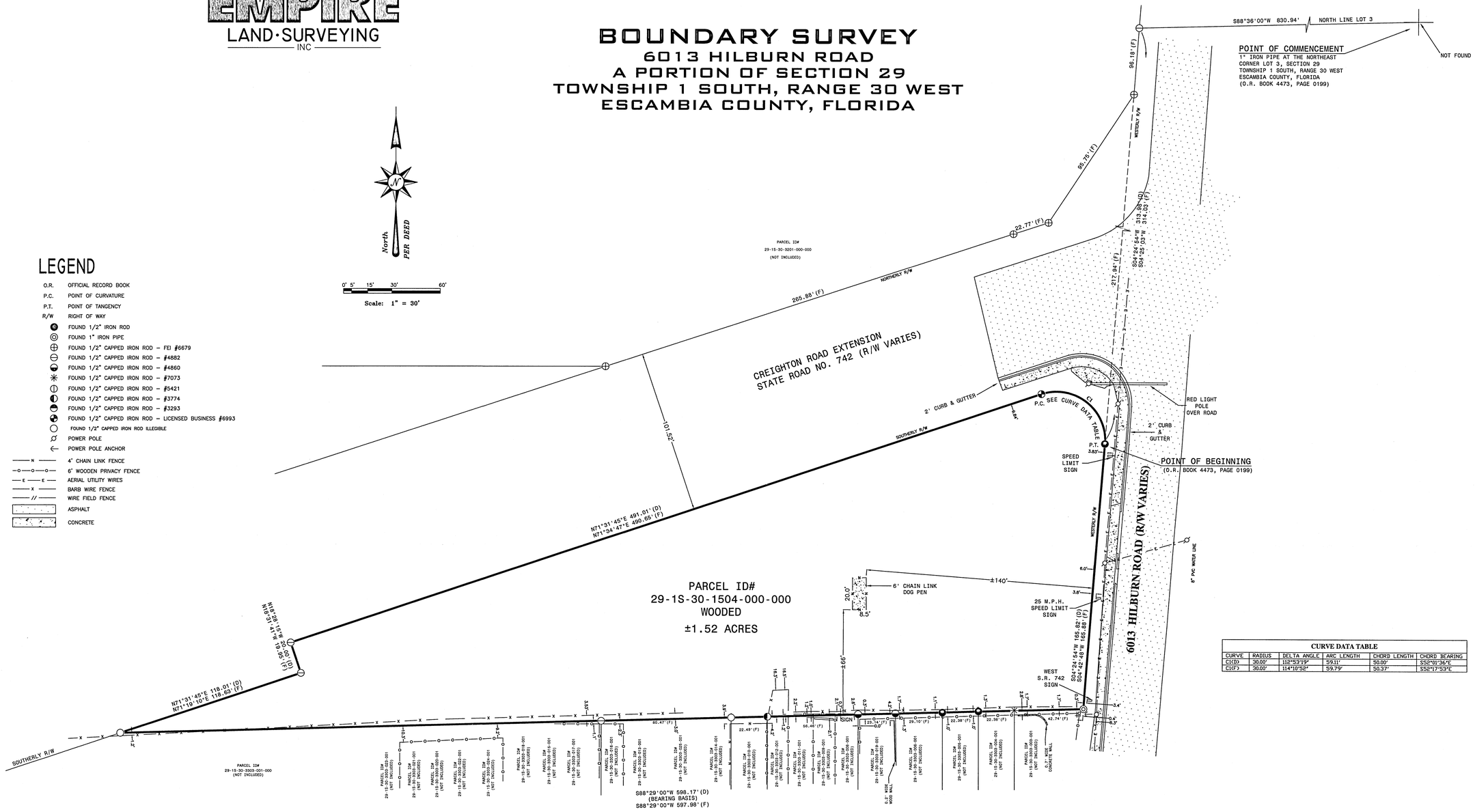
COMBINED TAXES AND ASSESSMENTS 1841.34 PAY ONE AMOUNT See reverse side for important information

Nov 30 2015	Dec 31 2015	Jan 31 2016	Feb 29 2016	Mar 31 2016	Apr 30 2016
$ 1767.69	$ 1786.10	$ 1804.51	$ 1822.93	$ 1841.34	$ 1896.58

AMOUNT DUE IF PAID BY

EMPIRE
LAND·SURVEYING
INC

BOUNDARY SURVEY
6013 HILBURN ROAD
A PORTION OF SECTION 29
TOWNSHIP 1 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY, FLORIDA



CURVE DATA TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1(D)	30.00'	112°53'19"	59.11'	50.00'	S52°01'36"E
C1(F)	30.00'	114°10'52"	59.79'	50.37'	S52°17'53"E

LEGAL DESCRIPTION (A PORTION OF O.R. BOOK 4473, PAGE 0199)

PARCEL "A"

COMMENCE AT A 1" IRON PIPE MARKING THE NORTHEAST CORNER OF LOT 3, SECTION 29, TOWBSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 830.94 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY LINE OF HILBURN ROAD (R/W VARIES); THENCE GO SOUTH 04 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 313.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 165.82 FEET TO THE MONUMENTED SOUTHEAST CORNER OF OFFICIAL RECORD BOOK 1971, PAGE 235; THENCE DEPARTING THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF HILBURN ROAD GO SOUTH 88 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE MONUMENTED SOUTH LINE OF SAID OFFICIAL RECORD BOOK 1971, PAGE 235, A DISTANCE OF 598.17 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 742 (R/W VARIES); THENCE GO NORTH 71 DEGREES 31 MINUTES 45 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 118.01 FEET; THENCE GO NORTH 18 DEGREES 28 MINUTES 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 45 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 491.01 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET,(DELTA = 112 DEGREES 53 MINUTES 19 SECONDS, CHORD BEARING = SOUTH 52 DEGREES 01 MINUTES 36 SECONDS EAST, CHORD DISTANCE = 50.00 FEET); THENCE GO SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 59.11 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

SHAUN M. ROMERO

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S)

SHAUN M. ROMERO

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CLIENT ROMERO

BEARING BASIS SOUTH PROPERTY LINE S88°29'00"W (D)

TYPE OF SURVEY: BOUNDARY AND IMPROVEMENTS

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEED OF RECORD
PLAT RECORDED IN: PRIOR SURVEYS/DRAWINGS

Deed = (D); Actual Field Measurement = (F); Plat = (P)
the standards required in the appropriate land area.
not abstracted by this firm for ownership, easements,
ons that may be found in the Public Records of said County.

GENERAL NOTES:
1. Fence locations as drawn are not to scale.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.
4. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: *Deed = (D); Actual Field Measurement = (F); Plat = (P)*
5. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.
6. No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, restrictions of record, or any other matters that may be found in the Public Records of said County.
7. Right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning and restrictions that may be found in the Public Records of said County.

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

C:\Ken's Survey Drawings(2)\382-06-1.dwg, 11/3/2016 5:15:47 PM

REVISIONS	FIELD BOOK	DATE
1.) BOUNDARY & IMPROVEMENTS	176/32	10/18/16

ENCROACHMENTS: FENCES

SURVEYORS CERTIFICATE

I HEREBY CERTIFY: THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THIS SURVEY WAS COMPLETED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY RULE 61G17 FLORIDA ADMINISTRATIVE CODE; THAT THIS SURVEY ALSO COMPLIES WITH CHAPTERS 177 AND 472 FLORIDA STATUTES.

OCTOBER 27, 2016 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA DATE

SCALE:	1"= 30'
FIELD DATE:	08/02/06
ORDER NO:	382-06-1
FIELD BOOK:	96/44-46,48-50
	AND DATA COLLECTED

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: November 9, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the agenda for the upcoming Planning Board meeting scheduled for December 6, 2016. Please see staff comments below:

- Z-2016-13 – Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

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BUSCH GEORGE R &
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T L C PROPERTIES INC
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KIGHT JAMES & DALE S
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KING REGINALD &
414 TREE SWALLOW LN
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417 TWIN LAKES DR
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ABRAHAM JOY &
419 SHARPSBURG LOOP
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AMOLE ADESIJI A &
429 TREE SWALLOW DR
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SMITH STEVEN D &
430 EAST BURGESS ROAD
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LIN CHIA TE & HYECHIN S
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COX JASON
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3341 DUNNING DR
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HAGLER WILLIAM R
6305 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328-4535

JOSEY MATTHEW &
501 E BURGESS RD # G8
PENSACOLA, FL 32504

PACE GLORIA J
501 E BURGESS RD # G9
PENSACOLA, FL 32504

DE BARROS ANA AMARA
501 E BURGESS RD APT H-10
PENSACOLA, FL 32504

ROSAS JOSHUA DANIEL
501 E BURGESS RD APT H11
PENSACOLA, FL 32504

ROSAS MORGAN & PAULINE G
1014 CORONADO DR
GULF BREEZE, FL 32563

ZARAHAN EDWARD A TRUSTEE FOR
PO BOX 17105
PENSACOLA, FL 32527-7105

PARKER RONALD L LIFE EST &
511 SHILOH DR
PENSACOLA, FL 32503

LINDHEIM BRUCE L
522 SHILOH DR
PENSACOLA, FL 32503

HARPER DARRELL D &
534 SHILOH DR
PENSACOLA, FL 32503

WARDEN STEVEN M
541 SHILOH DR
PENSACOLA, FL 32503

GOLDHAGEN MARK & BETH
552 SHILOH DR
PENSACOLA, FL 32503

KOTCH NICHOLAS M
1245 COTTONWOOD AVE
STATE COLLEGE, PA 16801

FLEMING RYAN & KARI M
7856 FARR ST
DANIEL ISLAND, SC 29492

MASCARENHAS LUCIENE SABINO DE ARAUJO
501 E BURGESS RD H12
PENSACOLA, FL 32507

BURGESS MARK A & TRINA GAY
2116 BROAD ACRES CT
VIRGINIA BEACH, VA 23453

WESTERN GATE PROPERTIES INC
2268 LAVISTA AVE
PENSACOLA, FL 32504

JESSOP CHRISTOPHER
516 SHILOH DR
PENSACOLA, FL 32503

MANECKA TOMASZ & DOROTA
523 SHILOH DR
PENSACOLA, FL 32503

SUKHERA IRFAN H
535 SHILOH DR
PENSACOLA, FL 32503

BARNES SCOTT C
546 SHILOH DR
PENSACOLA, FL 32503

ORTIZ JUAN A & GAYLE
553 SHILOH DR
PENSACOLA, FL 32503

SMITH AARON & ERIN CALLAN
20000 OUTPOST POINT DR
TAMPA, FL 33647-3560

WOS PROPERTIES LLC
PO BOX 422
MILTON, FL 32572

DENNIS ARNOLD G
426 MILESTONE BLVD
CANTONMENT, FL 32533

EDDINS WILLIAM E
4100 N CAMBRIDGE WAY
PACE, FL 32571

SURGICAL SPECIALISTS LLC
5147 NORTH 9TH AVE STE 103
PENSACOLA, FL 32503

ADDIGA SRINIVAS R
517 SHILOH DR
PENSACOLA, FL 32503

BRUKE LESLIE &
41 VIA DE LUNA DR
PENSACOLA BEACH, FL 32561

CHEN ANDY &
540 SHILOH DR
PENSACOLA, FL 32503

VAN DEN BERG MONICA
547 SHILOH DR
PENSACOLA, FL 32503

SIMMONS MARROLYN LYNESSA
1933 STONEBRIAR DR APT 211
WESLEY CHAPEL, FL 33544

LEWIS JEANICE &
570 SHILOH DR
PENSACOLA, FL 32503

CBCC LLC
1800 MCFARLAND BLVD STE 110
TUSCALOOSA, AL 35406

THOMAS CRAIG A
581 SHILOH DR
PENSACOLA, FL 32503

HORTON FLOYD & DOROTHY C
5975 BORN DR
PENSACOLA, FL 32504

FITZI III LLC
1682 VIA DELUNA DR
PENSACOLA BEACH, FL 32561

TUCKER THERESA
5983 BORN DR
PENSACOLA, FL 32504

NGUYEN TRA &
6055 BORN CT
PENSACOLA, FL 32504

WILLS LOUIS E
6000 SARAH DR
PENSACOLA, FL 32504

MOULTRY CORNEILUS &
6002 SARAH DR
PENSACOLA, FL 32505

PENSACOLA HOMES 4 U LLC
6400 LONG STREET # 31
PENSACOLA, FL 32504

HEMPHILL BRUCE I
3901 NORTH 12TH AVE
PENSACOLA, FL 32503

FULFORD RICHARD C & SHARON A
402 BEAR DR
GULF BREEZE, FL 32561

PIPER DIANNE H
3828 GLEN PARK DR
LITHONIA, GA 30038

BEHN RICHARD
5976 BORN DR
PENSACOLA, FL 32504

MITCHELL DAVID B & BONNIE S
16787 PERDIDO KEY DR # E904
PENSACOLA, FL 32507

UNIVERSITY OFFICE LIMITED CO
600 UNIVERSITY OFFICE BLVD STE 10A
PENSACOLA, FL 32504

BRANTLEY DONALD S &
4139 LYRIC LN
PENSACOLA, FL 32514

WEAD ERIC D
6001 BORN CT
PENSACOLA, FL 32504

ROBINS NEST #1 LLC
117 MONARCH LN
PENSACOLA, FL 32503

FYM OF FL LLC
3179 LAKE SUZANNE RD
CANTONMENT, FL 32533

AMSOUTH BANK OF FLORIDA
70 N BAYLEN ST
PENSACOLA, FL 32501

DYER DWIGHT D & MARY M
13824 E BELLEWOOD DR
AURORA, CO 80015-1180

GULF COAST CHRISTIAN INC
590 E BURGESS RD
PENSACOLA, FL 32504

SANDERFER DARSHELL
5978 BORN DR
PENSACOLA, FL 32504

B & W LLC
15009 PLUM DR
URBANDALE, IA 50323

THORSEN CLARA E
1801 FOULIS DR
PENSACOLA, FL 32503

OAK KNOLLS ESTATES HOMEOWNERS ASSN INC
7788 LAWTON ST
PENSACOLA, FL 32514-6188

FAIRMAN PHILLIP W &
6001 SARAH DR
PENSACOLA, FL 32503

HORNE WILFORD M
6004 SARAH DR
PENSACOLA, FL 32503

WILLS SUSAN
309 SOUTH 61ST AVE
PENSACOLA, FL 32506

SHANNON SALLY ANN &
361 BROADTURN RD
SCARBOROUGH, ME 4074

WRIGHT MARY CHRISTINE LIFE EST
PO BOX 10817
PENSACOLA, FL 32524

CHRISTIAN MILDRED L
601 E BURGESS RD # A6
PENSACOLA, FL 32504

BOZEMAN JEREMY E
8904 BELLINGTON RD
PENSACOLA, FL 32534

DRAKE GLEN T &
2730 PEBBLE BEACH DR
NAVARRE, FL 32566

PRESLEY SARAH ANNE &
601 E BURGESS RD # B8
PENSACOLA, FL 32504

CANTON RENEA B
3529 RIVIERA-DU-CHIENE
MOBILE, AL 36693

MORRIS KAREN MCAFERTY
455 HERON VILLA LN
PENSACOLA, FL 32506

SCOFIELD CAROLE D
412 LANDING BLVD
INVERNESS, FL 34450-8003

WEBER JAMES M
601 E BURGESS RD # D7
PENSACOLA, FL 32504

CLARK ROBERT T & GLENDA
1111 PARK LN
GULF BREEZE, FL 32563

ADAMS RICK M
4885 ASTER ST
DAYS CREEK, OR 97428

FILLMORE WARREN M &
PO BOX 397
ORANGE BEACH, AL 36561

CELIBERTI FAMILY HOLDINGS LLLP
2219 S CENTRAL AVE
FLAGLER BEACH, FL 32136

ZITNIAK CHARLES P & HANNA K
601 E BURGESS RD # B5
PENSACOLA, FL 32504

FLYNN MICHAEL C
3730 LONGSHIP PL
ROCKY POINT, FL 33607

MIR SAIRA &
510 SCENIC CT
CRESTVIEW, FL 32539

SMITH H NEAL & PEGGY C
5754 VENTURA LN
PENSACOLA, FL 32526

CYN SOLUTIONS LLC
109 N PALAFOX ST
PENSACOLA, FL 32502

DYE KEN & LYNDA
7 RAINBOW FALLS DR
ORMOND BEACH, FL 32174

KRAMMEL MAX
601 E BURGESS RD UNIT E-4
PENSACOLA, FL 32504

PYLE SISTERS TRUST
159 CANOPY COVE
FREEPORT, FL 32439

ROGERS W DERALD
601 E BURGESS RD # A8
PENSACOLA, FL 32504

STRADER RUTH E
601 E BURGESS RD # B3
PENSACOLA, FL 32504

MCDONALD RAYMOND A
601 E BURGESS RD #B7
PENSACOLA, FL 32504

SOMMERS RICHARD L &
PO BOX 5072
ENGLEWOOD, FL 34224

SMITH BARON P
190 DANVILLE ST
CANTONMENT, FL 32533

SCHEIBE MELISSA ANN
601 E BURGESS RD D-2
PENSACOLA, FL 32504

WENZE IRA H II
601 E BURGESS RD # D6
PENSACOLA, FL 32504

BUMGARNER NANETTE S
110 DRUMMOND PL
NEW BERN, NC 28562

CHAMBERLAIN ETHEL
601 E BURGESS RD # F1
PENSACOLA, FL 32504

HOUSTON JENNIFER L
1114 WEYBRIDGE CIR
PELHAM, AL 35124

SCUDDER MICHAEL JAY
PO BOX 42000
MEMPHIS, TN 38174

LEMONS SHARON K
601 E BURGESS RD G1
PENSACOLA, FL 32504

KARRER ALLAN E
398 CITATION DR
CANTONMENT, FL 32533

TURNER TOMMY R
601 E BURGESS RD #G7
PENSACOLA, FL 32504

EUMONT ELLEN E
601 E BURGESS RD UNIT #H-2
PENSACOLA, FL 32504

MOORE LAURA KRISTIE
2140 MARIA CIRCLE
PENSACOLA, FL 32514

ST CROIX JOSEPH P
601 E BURGESS RD UNIT H-8
PENSACOLA, FL 32504

MANCUSO MICHAEL T
601 E BURGESS RD # I11
PENSACOLA, FL 32504

LOWE SHERI A
9105 ARBOR GLEN LANE
CHARLOTTE, NC 28210-7988

GLENN JILL A &
601 E BURGESS RD # I7
PENSACOLA, FL 32504

CLAGUE GREGORY Q & NANCY E
325 HENDRIE BLVD
ROYAL OAK, MI 48067

DAVIS SPENCER L
601 E BUGESS RD G2
PENSACOLA, FL 32504

DIETRICH THOMAS F
5696 ABBINGTON LANE
MILTON, FL 32583

SMK INVESTMENT PROPERTIES LLC
7512 LAKESIDE DR
MILTON, FL 32583

FLAA STEPHEN J &
1 LISA LN
CHERRY HILL, NJ 8003

SLAUGHTER CYNTHIA
1306 PRESTWICK CT
CHESAPEAKE, VA 23320

WALLEY MARISSA C
4814 RIBAULT LN
MILTON, FL 32570

MESSER CHRISTOPHER L
9543 HUMMINGBIRD BLVD
PENSACOLA, FL 32514

HAMLETT CAROL
601 E BURGESS RD APT I5
PENSACOLA, FL 32504-6205

FOSTER MARISA L &
3213 S LITUANICA AVE 1F
CHICAGO, IL 60608

TAUZIAC CHRISTIAN &
16 HILLBROOK WAY
PENSACOLA, FL 32503

DAVIS GLORIA L
601 E BURGESS RD # G3
PENSACOLA, FL 32504

DOLIHITE CHRISTOPHER R
2049 CAHABA CREST DR
BIRMINGHAM, AL 32542

MORRIS JOHN S JR &
8853 MARSH ELDER DR
PENSACOLA, FL 32526

JOLLY KATHERINE A
601 E BURGESS RD # H4
PENSACOLA, FL 32504-6358

BOSSO STEPHEN C
1200 W GIMBLE ST
PENSACOLA, FL 32501

ISAKOVIC ABDEL
4950 NW 140TH ST
CHIEFLAND, FL 32626

BLANCHARD DARRELL V &
9542 YARROW CIR
PENSACOLA, FL 32514

WATSON SAMUEL M & BRENDA D
601 E BURGESS RD # I6
PENSACOLA, FL 32504

PARKER BRENDA JOYCE
601 E BURGESS RD # I9
PENSACOLA, FL 32504

MCBRIER MICHAEL M
PO BOX 15048
PENSACOLA, FL 32514

GARCIA REBECCA P
952 SW CAMPUS DR APT 49B1
FEDERAL WAY, WA 98023

PILEGGI ANTHONY J
601 E BURGESS RD # J5
PENSACOLA, FL 32504

HARGRAVE DAVID & MARY
601 E BURGESS RD # J9
PENSACOLA, FL 32504

WEATHERALL CYNTHIA
601 E BURGESS RD K12
PENSACOLA, FL 32504

WARWICK ANN M
601 E BURGESS RD K2
PENSACOLA, FL 32504

LAUDERDALE ROBERT III
601 E BURGESS RD # K5
PENSACOLA, FL 32504

CARPENTER MARSHALL O III
3140 SONYA ST
PACE, FL 32571-9553

DEVITO JOSEFINA
6011 BORN CT
PENSACOLA, FL 32504

BOGGS PATRICIA A
6015 BORN CT
PENSACOLA, FL 32504

KAHALLEY BARBARA J
601 E BURGESS RD # J-10
PENSACOLA, FL 32504

HARRIS RUSSELL W
601 E BURGERS RD # J3
PENSACOLA, FL 32504

LYONS CAROL F
3110 HYDE PARK PL
PENSACOLA, FL 32503

EVELETH WILLIAM L &
601 E BURGESS RD # K1
PENSACOLA, FL 32504-6371

WHITED GREGORY A &
35372 BLACKBERRY LN
SLIDELL, LA 70460

KNOCK EVAN &
1717 E STRONG ST
PENSACOLA, FL 32501-3459

MILLER DAVID E & TERESA F
1355-A BAKALANE CT
PENSACOLA, FL 32504

FORTUNATO MARGARET A
601 E BURGESS RD # K9
PENSACOLA, FL 32504

CARPENTIER SHAUN C
6045 HILBURN RD
PENSACOLA, FL 32504

ALFORD STEPHANIE LYNN 50% INT
5617 JONES ST
MILTON, FL 32570

STILLMAN STUART H &
1035 CORONADO DR
GULF BREEZE, FL 32563

HARRIS DAVID L INITIAL TRUSTEE &
1030 CAMBRIDGE DR
ONSTED, MI 49265

POPE TANYA L
601 E BURGESS RD # J8
PENSACOLA, FL 32503

WILSON NICHOLAS A
1469 WILKES AVE
BILOXI, MS 39530

POTTER JENNIFER F
503 PREAKNESS PLACE
SEFFNER, FL 33584

HENRY RENEE S
601 E BURGESS ROAD UNIT K4
PENSACOLA, FL 32504

KNOWLES PERRY & KIM
471 WESTGATE WAY UNIT 8
MARY ESTHER, FL 32569

TRAN VIET T &
601 SHILOH DR
PENSACOLA, FL 32503

ROMERO SHAUN
105 DARBY LANE
NEW IBERIA, LA 70560

TUGWELL WILTON E 33 1/3 INT
305 GREEN OAK RIDGE
MARIETTA, GA 30068

LEE ALICIA A
6041 HILBURN RD
PENSACOLA, FL 32514

FULL QUIVER INVESTMENTS LP
PO BOX 240613
BALLWIN, MO 63024

HALL HAROLD E
6047 HILBURN RD
PENSACOLA, FL 32504

TAN ANGKIM L
1941 CORAL ISLAND ROAD
PENSACOLA, FL 32506

PHAM DOMINIC V &
6053 HILBURN RD
PENSACOLA, FL 32504

JAMES MICKEY R
6057 HILBURN RD
PENSACOLA, FL 32504

SAMUEL WONDWOSSEN
6059 HILBURN RD
PENSACOLA, FL 32504

NESBITT MARCHE C
606 SHILOH DR
PENSACOLA, FL 32503

ELIMELECH MAOR
6400 LONG ST APT 31
PENSACOLA, FL 32504

DORE CHELSEA M
6063 HILBURN RD
PENSACOLA, FL 32504

PENNINGTON CYNTHIA A
5935 KEYSTONE RD
PENSACOLA, FL 32504

ANDERSON WADE M
1881 WINDHIP DR
CORDOVA, TN 38016

CASSIDY JOHN T LIFE EST
6069 HILBURN RD
PENSACOLA, FL 32504

FARMER MARISIA A GRAYSON
607 SHILOH DR
PENSACOLA, FL 32503

CURRY KEVIN S
6071 HILBURN RD
PENSACOLA, FL 32504

JENNETTE DIANE L
1235 CHISOLM TRL
PENSACOLA, FL 32514

KONRAD KERRY IRENE BAKER
117 ENGLAND PL
HENDERSONVILLE, TN 37075-3269

BOYER CHARLES L
6077 HILBURN RD
PENSACOLA, FL 32504

CARLISLE ROBERT J &
3318 HUNTINGTON CIR
NACOGDOCHES, TX 75965

JEFCOAT DEBBE K
6081 HILBURN RD
PENSACOLA, FL 32504

CARTER BRADFORD J &
2354 TALL OAK DR
CANTONMENT, FL 32533

SHAFFER JOHN M IV & TANYA L
2690 SEMORAN DR
PENSACOLA, FL 32503

SWAYNE LAURA ANNE
6087 HILBURN RD
PENSACOLA, FL 32504

WILLIS JOHN A
6309 VICKSBURG DR
PENSACOLA, FL 32503

JOLLY IRA JR & LELIA M
6091 HILBURN RD
PENSACOLA, FL 32504

WHITE PAMELA
6095 HILBURN RD
PENSACOLA, FL 32504

NEWTON EDINA O
6097 HILBURN RD
PENSACOLA, FL 32504

PHILLIPPE BUSINESS ENTERPRISES LLC
2874 GREYSTONE DRIVE
PACE, FL 32571

CONTINENTAL DEVELOPMENT CO
PO BOX 110
TUSCON, AZ 85702

LEE ANNE MARIE
6115 HILBURN RD
PENSACOLA, FL 32504-6218

LOUISIANA SOUTHERN TIMBER LANDS INC
5 WEEKEWACHEE CIR
DESTIN, FL 32541

M & R RIVER CORPORATION
3838 N PALAFOX ST
PENSACOLA, FL 32505

RHODES DANIEL R
6103 HILBURN RD
PENSACOLA, FL 32504

DAILY TIMOTHY & BETHANY A
6105 SARAH DR
PENSACOLA, FL 32503

ALLISON EDGAR L III
6108 VILLAGE OAKS DR
PENSACOLA, FL 32504

SHAFFER PATRICK & LINDA S
3072 WHISPERING CREST DR
HENDERSON, NV 89052

TAVARES MICHAEL C &
6119 HILBURN RD
PENSACOLA, FL 32504

BERRIOS LUIS M & BETTY
663 SMITHERS DR
REYNOLDSBURG, OH 43068

LUALLEN BRYAN W
619 SHILOH DR
PENSACOLA, FL 32503

DELARGE DAVID & ETHEL A
6201 SARAH DR
PENSACOLA, FL 32503

WJJ LLC
301 SCHUBERT DRIVE
PENSACOLA, FL 32504

PATE JERRY TURF &
301 SCHUBERT DR
PENSACOLA, FL 32504-6958

POTTS CHARLES E & DONNA F
6104 SARAH DR
PENSACOLA, FL 32503

DUERKSEN JAMES F & DRUANNE
6107 HILBURN RD
PENSACOLA, FL 32504

PORTER VON
6109 HILBURN RD
PENSACOLA, FL 32504

BRISTER BRANDON D
6113 HILBURN RD
PENSACOLA, FL 32504

PEREIRA DAMIANDRO C & CHERISH D
612 SHILOH DR
PENSACOLA, FL 32503

TREDWAY MONTE R
6150 VILLAGE OAKS DR
PENSACOLA, FL 32504

MCCORVEY EDWARD A & ANNIE E
6200 SARAH DR
PENSACOLA, FL 32503

HAYES KYLE G
6201 VICKSBURG DR
PENSACOLA, FL 32503

RCG PENSACOLA LLC
PO BOX 53483
ATLANTA, GA 30355

SEPE ROBERT J & KIMBERLEY L
6102 SARAH DR
PENSACOLA, FL 32503

JERRALDS JEROME N &
6105 HILBURN RD
PENSACOLA, FL 32504

CAPSTONE ADAPTIVE LEARNING AND THERAPY CENTERS INC
2912 NORTH E ST
PENSACOLA, FL 32501

PAREKH PRADEEP M
754 BOULDER CREEK DR
PENSACOLA, FL 32514

WORLOW WESLEY W
6637 AEGEAN DR
MILTON, FL 32583

PHAM THANH VAN &
6121 HILBURN RD
PENSACOLA, FL 32504

NORRIS NORWOOD & CELESTE
3852 LAKE LYNN DR
GRETNA, LA 70056

PRESLEY LOLA R
6200 VICKSBURG DR
PENSACOLA, FL 32503

DEBELLEVUE BILLIE
1711 N 19TH AVE
PENSACOLA, FL 32503

MOBLEY DOYLE C LIFE EST
6202 SARAH DR
PENSACOLA, FL 32503

WEEKS DONALD W &
6202 VICKSBURG DR
PENSACOLA, FL 32503

CRUZ MIRIAM E
6203 CONFEDERATE DR
PENSACOLA, FL 32503

WU CHUNTA
6203 SARAH DR
PENSACOLA, FL 32503

MEADOR HARRY K
6203 VICKSBURG DR
PENSACOLA, FL 32503

ROVIRA ANDRES U &
6204 CONFEDERATE DR
PENSACOLA, FL 32503

ROSEMORE ANTHONY A & SANDY L
6204 VICKSBURG DR
PENSACOLA, FL 32503

BROWN DAVID M
6205 VICKSBURG DR
PENSACOLA, FL 32503

RENFRO DUSTIN
6206 CONFEDERATE DR
PENSACOLA, FL 32503

WISE GARY M &
5745 MIFFLIN RD
PENSACOLA, FL 32526

BRYANT ARCHIE L & ERBIE C
6206 VICKSBURG DR
PENSACOLA, FL 32503

BOCCHINO MARY ELLEN
6207 CONFEDERATE DR
PENSACOLA, FL 32503

HENDERSON CURTIS J & BRENDYL J
PO BOX 10326
PENSACOLA, FL 32524

MORRIS FRIEDA J LIFE EST
6207 VICKSBURG DR
PENSACOLA, FL 32503

COOPER JOSEPH D & MARIA C
6208 CONFEDERATE DR
PENSACOLA, FL 32503

CUPP MARJORIE D
6208 SARAH DR
PENSACOLA, FL 32503

JAMES DRUCILLA HENDERSON
6209 CONFEDERATE DR
PENSACOLA, FL 32503

CUNNINGHAM ANDREW J &
6209 SARAH DR
PENSACOLA, FL 32503

PORTER HENRY O III &
6209 VICKSBURG DR
PENSACOLA, FL 32503

GREEN MARY P
6210 SARAH DR
PENSACOLA, FL 32503

FEIGENBAUM EDWARD H LIFE EST &
6211 SARAH DR
PENSACOLA, FL 32503

JOHNSON FRED D & MICHELLE
6212 CONFEDERATE DR
PENSACOLA, FL 32503

DIGANGI JOSEPH A &
6213 CONFEDERATE DR
PENSACOLA, FL 32503

ROBBINS WAYNE A & LINDA SUE
6213 SARAH DR
PENSACOLA, FL 32503

WHALEN MARJORIE A LIFE EST
6213 VICKSBURG DR
PENSACOLA, FL 32503

WOODS FREDDIE L & WANDA
6214 VICKSBURG DR
PENSACOLA, FL 32503

STANLEY ANNE W LIFE EST &
6215 CONFEDERATE DR
PENSACOLA, FL 32503

ALBERDA MARK D &
6215 SARAH DR
PENSACOLA, FL 32503

PELLET DAVID & GWENDOLYN D
6215 VICKSBURG DR
PENSACOLA, FL 32503

DIXON TERRY G & JENNIFER S
6216 VICKSBURG DR
PENSACOLA, FL 32503

HARRIS JERNIGAN JR
6217 SARAH DR
PENSACOLA, FL 32503

TAGHON JANICE DIANE MILLER
6217 VICKSBURG DR
PENSACOLA, FL 32503

BOSSA THOMAS J & PATRICIA J
6218 VICKSBURG DR
PENSACOLA, FL 32503

GRUBBS RAYMOND D &
6219 VICKSBURG DR
PENSACOLA, FL 32514

FITZPATRICK THOMAS J
3728 DUNSTAN CT
MOBILE, AL 36608

PETTIGREW ANTOINETTE
6220 CONFEDERATE DR
PENSACOLA, FL 32503

FARLOW F M &
6220 VICKSBURG DR
PENSACOLA, FL 32503

LEIGH ELSIE E LIFE EST
6222 VICKSBURG DR
PENSACOLA, FL 32503

BARRON CATHERINE V
6224 VICKSBURG DR
PENSACOLA, FL 32503

WRIGHT CHARLES V TRUSTEE FOR
4904 RANDEE CIR
PENSACOLA, FL 32506

GRIMES MARY ANN LIFE EST &
6226 CONFEDERATE DRIVE
PENSACOLA, FL 32503

BLACK BERT T & HELEN S
6226 VICKSBURG DR
PENSACOLA, FL 32503

GREENE LAWANDA L
6227 VICKSBURG DR
PENSACOLA, FL 32503

KRUMBEIN JENNIFER LYNN
913 N 8TH AVE
PENSACOLA, FL 32501

BROWN CHRISTOPHER J &
6229 VICKSBURG DR
PENSACOLA, FL 32503

GREENE JAMES W & CATHERINE E
6230 VICKSBURG DR
PENSACOLA, FL 32503

ASARISI SALVATORE & SARAH N
6231 VICKSBURG DR
PENSACOLA, FL 32503

CORBIN MARY JUDSON
6232 VICKSBURG DR
PENSACOLA, FL 32503

MORRISON THOMAS F & ETSUKO
3379 HOLT CIR
PENSACOLA, FL 32526

RITTENHOUSE DIANA A
6234 APPOMATTOX DR
PENSACOLA, FL 32503

CROSBY JIMMIE S
6235 CONFEDERATE DR
PENSACOLA, FL 32503

STOW MARY H TRUSTEE
6237 APPOMATTOX DR
PENSACOLA, FL 32503

ARMSTRONG BARBARA S
624 SHILOH DR
PENSACOLA, FL 32503

KIDDER THOMAS M & CYNTHIA K
6242 APPOMATTOX DR
PENSACOLA, FL 32503

GRAY MICHAEL A & JEAN A
6244 CONFEDERATE DR
PENSACOLA, FL 32503

BENNETT DAVID L
6247 CONFEDERATE DR
PENSACOLA, FL 32503

KOVELESKI GARY
625 SHILOH DR
PENSACOLA, FL 32503

HENDERSON ERIC F & TRACI E
6252 CONFEDERATE DR
PENSACOLA, FL 32503

WENDLETON DAN S &
6253 APPOMATTOX DR
PENSACOLA, FL 32503

HAIGLER SIBYL YVONNE
6257 CONFEDERATE DR
PENSACOLA, FL 32503

KNIGHT JACQUELINE R
6266 APPOMATTOX DR
PENSACOLA, FL 32503

DINGLE JEFFREY A LIFE EST
6268 APPOMATTOX DR
PENSACOLA, FL 32503

MCMILLAN GWENDOLYN
6270 APPOMATTOX DR
PENSACOLA, FL 32503

CAMPBELL JAMES L
6270 CONFEDERATE DR
PENSACOLA, FL 32503

TREDWAY MONTE R SR & MIMIVA H
6273 APPOMATTOX DR
PENSACOLA, FL 32503

ARANT SHANNON B
6283 CONFEDERATE DR
PENSACOLA, FL 32503

HATCHER JAMES C
6284 CONFEDERATE DR
PENSACOLA, FL 32503

SIMMONS DAVID E & JESSIE A
6293 APPOMATTOX DR
PENSACOLA, FL 32503

BAILEY DONALD S 1/2 INT &
2251 BANQUOS TRL
PENSACOLA, FL 32503

PERKO MICHAEL R &
630 SHILOH DR
PENSACOLA, FL 32503

MILLER BRUCE L TRUSTEE
5935 REYNOSA DR
PENSACOLA, FL 32504

GAIDOSH STEPHEN
6396 APPOMATTOX DR
PENSACOLA, FL 32503

SOLOMON MARY E 4/120 INT &
7810 CASTLEGATE DR
PENSACOLA, FL 32534

CANO JOSIAS &
6305 PARAKEET TRL
PENSACOLA, FL 32503

TIDWELL ROBERT T & JULIE
2481 UPPER BIG SPRINGS RD
LAGRANGE, GA 30241

TOZOUR ALVERNA M
6308 VICKSBURG DR
PENSACOLA, FL 32503

BRENNAN BENJAMIN M
6309 PARAKEET TRL
PENSACOLA, FL 32503

LEDOUX MICHAEL
631 SHILOH DR
PENSACOLA, FL 32503

GRISSETT BOBBY G & TINA L
6311 VICKSBURG DR
PENSACOLA, FL 32503

OWENS KATHLEEN A
6312 CONFEDERATE DR
PENSACOLA, FL 32503

LOWERY MARY A
6315 APPOMATTOX DR
PENSACOLA, FL 32503

DAILEY WILLIAM
6317 CONFEDERATE DR
PENSACOLA, FL 32503

ARNOLD TONETTE D
6327 MOCKINGBIRD LN
PENSACOLA, FL 32503

FRYE EDWARD E SR & LILLIE M
6328 CONFEDERATE DR
PENSACOLA, FL 32503

TON LAP
1000 NORTHGATE RD
BOSSIER CITY, LA 71112

SEDAKER WILLIE C LIFE EST &
9995 SHANGRI-LA WEST
MILTON, FL 32583

MONTEITH OLEDA MAE
6342 CONFEDERATE DR
PENSACOLA, FL 32503

NOWLING JOSEPH E & VIRGINIA A
6346 APPOMATTOX DR
PENSACOLA, FL 32503

WOLFE PHILIP K
6816 OLD BAGDAD HWY
MILTON, FL 32583

MCGRAW RONALD & BEVERLY R
6355 CONFEDERATE DR
PENSACOLA, FL 32503

PARKER ROBERT C JR 1/6 INT &
5650 CAMBRIDGE WAY #7
CULVER CITY, CA 90230

ENNIS JAMES W
3621 WHISPERWOOD CIRCLE
MELBOURNE, FL 32901

WHEELER LORIANN N &
2243 CLIMBING IVY DR
TAMPA, FL 33618

KEGERREIS RIAN P
6363 APPOMATTOX DR
PENSACOLA, FL 32503

HEALY BETTY JO LIFE ESTATE
6366 APPOMATTOX DR
PENSACOLA, FL 32503

GUTENMANN RICHARD K
6368 APPOMATTOX DR
PENSACOLA, FL 32503

BOCK GEORGE N III &
6370 CONFEDERATE DR
PENSACOLA, FL 32503

ROBINSON MARY LEE
6373 CONFEDERATE DR
PENSACOLA, FL 32503

BAKER JOHN J &
6374 APPOMATTOX DR
PENSACOLA, FL 32503

GORDON CHARLES L & GRETA V
6375 CONFEDERATE DR
PENSACOLA, FL 32503

HINDERER HELMUTH E
6377 APPOMATTOX DR
PENSACOLA, FL 32503

BOYD JUDI C
6377 CONFEDERATE DR
PENSACOLA, FL 32503

NELSON RUTHVEN P JR
8005 TWIN OAKS DR
MCKINNEY, TX 75070

DANNELLEY HOWARD D & LINDA D
6390 APPOMATTOX DR
PENSACOLA, FL 32503

NICHOLS CHARLIE & JOYCE C
6390 MANASSAS CT
PENSACOLA, FL 32503

GAIDOSH STEPHEN &
6396 APPOMATTOX DR
PENSACOLA, FL 32503

SOUZA RICHARD F
6396 MANASSAS CT
PENSACOLA, FL 32503

FEESER DON C
60 BAYBRIDGE DR
GULF BREEZE, FL 32561

HOWELL BRANDON W &
6400 ANTIETAM DR
PENSACOLA, FL 32503

ALMANASRAH IBTISAM
6406 ANTIETAM DR
PENSACOLA, FL 32503

VISSER ALAN
6410 APPOMATTOX DR
PENSACOLA, FL 32503

BYRD ROBERT R & NICOLE D
6412 MONITOR CT
PENSACOLA, FL 32503

COWAN TERESA M
6414 WHITE OAK DR
PENSACOLA, FL 32503

ROBINSON ANDREW J &
642 SHILOH DR
PENSACOLA, FL 32503

SMITH PATRICIA A
6421 ANTIETAM DR
PENSACOLA, FL 32505

PRICE MICKEY & DEBRA
6424 MONITOR CT
PENSACOLA, FL 32504

WRIGHT ROBERT &
6430 MONITOR CT
PENSACOLA, FL 32503

LINDSEY DAVID L JR & CINDY L
6441 ANTIETAM DR
PENSACOLA, FL 32503

ALMANASRAH AHMAD &
6442 ANTIETAM DR
PENSACOLA, FL 32503

STURGIS BETTY A
6448 MERRIMAC CT
PENSACOLA, FL 32503

HARLEY SARAH E
6454 MERRIMAC CT
PENSACOLA, FL 32503

LANE BENJAMIN C &
6460 MERRIMAC CT
PENSACOLA, FL 32503

CROSBY JIM L
6461 ANTIETAM DR
PENSACOLA, FL 32503

BRASSOW ROBERT W & RUTH A
6466 MERRIMAC CT
PENSACOLA, FL 32503

WILLETTE TERRY W SR & DEBORAH F
6472 ANTIETAM DR
PENSACOLA, FL 32503

GENTILE LEONARD J
6478 ANTIETAM DR
PENSACOLA, FL 32503

SANTINI MARCOS R
648 SHILOH DR
PENSACOLA, FL 32503-7767

CROSBY JIMMY L
6461 ANTIETAM DR
PENSACOLA, FL 32503

NCUBE MATOTENG M & CATHY C
6484 BULL RUN CT
PENSACOLA, FL 32503

CONTRERAS DANILO A & LOURDES D
649 SHILOH DR
PENSACOLA, FL 32503

MULLINS STANFORD &
6490 BULL RUN CT
PENSACOLA, FL 32503

FAIRBANKS BRAD I & NANCY A
6496 BULL RUN CT
PENSACOLA, FL 32503

JONES JUDITH LORRAINE
6498 BULL RUN CT
PENSACOLA, FL 32503

YATES STEPHEN W & SHERRY D
6500 ANTIETAM DR
PENSACOLA, FL 32503

RUIZ JUSTO T & LOURDES M
6510 ANTIETAM DR
PENSACOLA, FL 32503

DAO TRANG NGUYEN
1013 BLACK WALNUT TRL
PENSACOLA, FL 32514

LATTIMER EVA LIFE EST &
6518 WHITE OAK DR
PENSACOLA, FL 32503

RANDERSON MILDRED M
6521 ANTIETAM DR
PENSACOLA, FL 32503

NANKEY DEAN &
486 OLD 80 RD
MUSCODA, WI 53573

BARROW LESTER & WANDA
6523 WHITE OAK DR
PENSACOLA, FL 32503

BONELLI SALVATORE A & PRISCILLA H
6532 WHITE OAK DR
PENSACOLA, FL 32503

LANGHAM JIMMIE D &
6533 WHITE OAK DR
PENSACOLA, FL 32503

BARNES JAMES M &
6534 WHITE OAK DR
PENSACOLA, FL 32514

WILLIAMS JUSTIN T
6536 WHITE OAK DR
PENSACOLA, FL 32503

WILLIAMS GEORGE E &
6537 WHITE OAK DR
PENSACOLA, FL 32503

CARDONA RAUL
654 SHILOH DR
PENSACOLA, FL 32503

CROSBY JAMES A LIFE EST &
6541 ANTIETAM DR
PENSACOLA, FL 32503

SAMSHAL SCOTT W & LUCINDA H
6561 ANTIETAM DR
PENSACOLA, FL 32503

VILLAR REYES GABRIEL &
6571 ANTIETAM DR
PENSACOLA, FL 32503

TIPPINS BEVERLY A
6581 ANTIETAM DR
PENSACOLA, FL 32503

ECHAGARRUGA ALICIA
660 SHILOH DR
PENSACOLA, FL 32503

DIMICK MICHAEL E & MARIA C
6603 WHITE OAK DR
PENSACOLA, FL 32503

LACEY BRENT W
668 SHILOH DR
PENSACOLA, FL 32503

MCMULLEN JAMES A & CAROLYN E
6700 WHITE OAK DR
PENSACOLA, FL 32503-7572

CORNERSTONE MORTGAGE SOLUTIONS LLC
6702 PLANTATION RD STE C
PENSACOLA, FL 32504-6200

GUERNSEY & ASSOCIATES INC
6704 PLANTATION RD STE A
PENSACOLA, FL 32504-6253

MOORE ARTHUR JR
6705 WHITE OAK DR
PENSACOLA, FL 32503

PLNTRD LLC
14 MARILYN CT
PARK CITY, UT 84060

SIMPSON DAVID A &
3159 BELLE CHRISTIANE PL
PENSACOLA, FL 32503

CHAPPELL BARRY K & RUTH ANN
6808 WHITE OAK DR
PENSACOLA, FL 32503

BROWN JAMES C & CONCEPCION C
6600 WHITE OAK DR
PENSACOLA, FL 32503

LEWIS HENRY F & BARBARA P
6610 WHITE OAK DR
PENSACOLA, FL 32503

LANDRUM FAMILY PARTNERSHIP LTD
6723 PLANTATION RD
PENSACOLA, FL 32504

KEIEK PETER & ANN
7217 TWIN LAKES LN
PENSACOLA, FL 32504

WEATHERLY GREGORY D II
6702 WHITE OAK DR
PENSACOLA, FL 32503

NFF WEST LLC
6704 A PLANTATION RD
PENSACOLA, FL 32504

OGBURN RICHARD H & CHERA B
PO BOX 174
POINT CLEAR, AL 36564

SECURITY ENGINEERING OF PENSACOLA INCORPORATED
6708 PLANTATION RD
PENSACOLA, FL 32504

MOSTERT GERALD H &
679 SHILOH DR
PENSACOLA, FL 32503

CARLSON FRED & CORINNE
6809 WHITE OAK DR
PENSACOLA, FL 32503

BRE DDR BR TRADEWINDS FL LLC
3300 ENTERPRISE PARKWAY
BEACHWOOD, OH 44122

PENDLEY JOHN D & KATHY J
667 SHILOH DR
PENSACOLA, FL 32503

PLANTATION ROAD TOWNOFFICE
PO BOX 11543
PENSACOLA, FL 32524

MAYE KAY BECK
3715 HIDDEN OAK DR
PENSACOLA, FL 32514

JONES VIVIAN C
6703 WHITE OAK DR
PENSACOLA, FL 32503

LITTLE RICHARD M
6704 WHITE OAK DR
PENSACOLA, FL 32503

MARKS AMIE BOYD TRUSTEE
PO BOX 682
SHELBYVILLE, TN 37162

LOGAN DAMION N
673 SHILOH DR
PENSACOLA, FL 32503

OSBOURNE PAULETTE M
6807 WHITE OAK DR
PENSACOLA, FL 32504

SMITH ROGER &
6810 WHITE OAK DR
PENSACOLA, FL 32503

HADLEY SEAN
6811 WHITE OAK DR
PENSACOLA, FL 32503

WHITE PAUL A LIFE EST
6812 WHITE OAK DR
PENSACOLA, FL 32503

MCDONALD DAVID M & BONITA S
6813 WHITE OAK DR
PENSACOLA, FL 32503

JOHNSON BENNIE R & HAZEL F
6814 WHITE OAK DR
PENSACOLA, FL 32503

LEFMANN GERALD L &
685 SHILOH DR
PENSACOLA, FL 32503

ATKINSON THOMAS E &
691 SHILOH DR
PENSACOLA, FL 32503

ROBINSON STEPHEN L
697 SHILOH DR
PENSACOLA, FL 32503

PS FLORIDA ONE INC
701 WESTERN AVENUE PS# 25852
GLENDALE, CA 91201-2397

CROFT DUSTIN P &
703 SHILOH DR
PENSACOLA, FL 32503

WILSON MAHLON
7077 KELVIN TER
PENSACOLA, FL 32503

GATES TAMARA L
7081 KELVIN TERR
PENSACOLA, FL 32503

KLUGH GEORGE E & BETTY JO
7085 KELVIN TERR
PENSACOLA, FL 32503

BRASWELL JERRY &
709 SHILOH DR
PENSACOLA, FL 32503

STARK LINDA J
7091 KELVIN TERRACE
PENSACOLA, FL 32503

HAIRE CARL G
710 SHILOH DR
PENSACOLA, FL 32503

MILSOFT UTILITY SOLUTIONS INC
PO BOX 5726
ABILENE, TX 79608

STONEGATE OFFICE OWNERS ASSOC INC
PO BOX 12507
PENSACOLA, FL 32591

GARG NEELAM R
3041 LIANA LN
PENSACOLA, FL 32505

BRENDA BISCHOFF REVOCABLE LIVING TRUST
511 S 2ND ST
PENSACOLA, FL 32507

BEACH COMMUNITY BANK
17 SE EGLIN PKWY
FORT WALTON BEACH, FL 32548

LERMAN MARTIN I TRUSTEE OF
574 CAMPHOR WAY
LEXINGTON, KY 40509

CARLSON JAMES D & PATRICIA A
7100 PLANTATION RD, BLDG 21
PENSACOLA, FL 32504

DUONG TUAN &
3344 TWO SISTERS WAY
PENSACOLA, FL 32505

D & P INVESTMENT PROPERTIES LLC
6771 N PALAFOX ST
PENSACOLA, FL 32503

BOCKWITH HOLDINGS INC
7100 PLANTATION ROAD SUITE 4
PENSACOLA, FL 32504

KOPKO ROBERT & ELENA A
1727 TURKEY OAK DR
NAVARRE, FL 32566

BLACKMON KEVIN R
4920 RUGBY CT
PENSACOLA, FL 32504

PATE NINA J &
PO BOX 2977
MONROE, LA 71207

WILSON CARY
7150 PLANTATION RD APT 412
PENSACOLA, FL 32504-6204

PREBLE DAVID A
7150 PLANTATION RD # 414
PENSACOLA, FL 32504

KALAMA WAYNE & JOANN
520 HIDDEN VALLEY DR
AZUSA, CA 91702-1452

BOLAND BRUCE E
260 HATHAWAY DR
KEWAUNEE, WI 54216

OLMSTEAD KIPPEN J &
1390 FORT PICKENS RD UNIT 248
PENSACOLA BEACH, FL 32561

LYNCH WILLIAM G
7150 PLANTATION RD # 113
PENSACOLA, FL 32504

LEATH JAMES E
5927 PRINCE RD
PENSACOLA, FL 32503

ARTS ALECIA JANE E
7150 PLANTATION RD UNIT 126
PENSACOLA, FL 32504

HUGHES JONATHAN R
7150 PLANTATION RD UNIT 212
PENSACOLA, FL 32504

LAMB DONALD D &
7150 PLANTATION RD # 221
PENSACOLA, FL 32504

RODRIGUEZ JOVIAN &
3102 TURNERS MEADOW RD
PENSACOLA, FL 32514

SQUIREK DON & LORI J
68 MIDWAY RD NW
MARIETTA, GA 30064

DEIDRICK MAUREEN
7150 PLANTATION RD # 422
PENSACOLA, FL 32504

MURPHY SUZANNE S PENDERGRASS
7150 PLANTATION PL # 426
PENSACOLA, FL 32504

SQUIREK DONALD
68 MIDWAY RD NW
MARIETTA, GA 30064

BOLES KALA R
5881 PROVIDENCE LOOP
PENSACOLA, FL 32526

SHIPMAN LORI LLC
381 MIRABELLE DR
PENSACOLA, FL 32514

TUCKER JESSICA DIANA
7150 PLANTATION RD #128
PENSACOLA, FL 32504

MCLAUGHLIN ROBERT W JR &
7150 PLANTATION PLACE # 213
PENSACOLA, FL 32504

CAMPBELL ELENA B
6125 ENCLAVE DR
PENSACOLA, FL 32504

PRICE GENA S
7150 PLANTATION RD #225
PENSACOLA, FL 32504

LEWIS JOE COMPANY INVESTMENTS
1209 MANHATTAN AVE SUITE 19
MANHATTAN BEACH, CA 90266

NOLTE RONALD E
1 BALMORAL DR
NICEVILLE, FL 32578

ROY SHAWN K
7150 PLANTATION RD APT 427
PENSACOLA, FL 32504

STEVISON JAMES C
7150 PLANTATION RD APT 112
PENSACOLA, FL 32504

HOBSON WOODROW JR & PATSY
PO BOX 20815
TUSCALOOSA, AL 35402

KRISMAN PAIGE
7150 PLANTATION RD UNIT 125
PENSACOLA, FL 32504

SMITH SEAN
1102 E JORDAN ST
PENSACOLA, FL 32503

BOWEN DONALD G
7150 PLANTATION RD #214
PENSACOLA, FL 32504

HUGGINS BRENDA A
13 MEADOW VIEW DR
JASPER, AL 35501

DORSEY THOMAS D
1433 PLAYERS CLUB CIR
GULF BREEZE, FL 32561-3533

RODRIGUEZ AMANDA
2705 HILLCREST AVE
PENSACOLA, FL 32526

GREEN BRYANT
4722 HWY 76
COTTONTOWN, TN 37048

ALLAIRE PARRIS P
7150 PLANTATION RD # 321
PENSACOLA, FL 32504

BURTT MICHAEL S
656 W GARDEN ST
PENSACOLA, FL 32502

FORSTER DENNIS A &
2319 MALYSA PL
PENSACOLA, FL 32504

UNIVERSITY TOWN PLAZA LLC
180 E BROAD ST
COLUMBUS, OH 43215

SEDLACEK RONALD S & MARCIA A
7229 TWIN LAKES LN
PENSACOLA, FL 32504

AUDLEMAN WILDA S
7204 TWIN LAKES LN
PENSACOLA, FL 32504

SCHAILL ANDREA M
7209 TWIN LAKES LN
PENSACOLA, FL 32504

HAZEWINKEL EZEKIEL
104 E LAFAYETTE ST
MARION, AL 36756

LISS KENNETH R &
7220 TWIN LAKES LN
PENSACOLA, FL 32504

US BANK NATIONAL ASSOCIATION
4801 FREDERICA WEST B
OWENSBORO, KY 42301

ARGONAUT PROPERTIES LLC
6304 SUMMER CIR
PENSACOLA, FL 32504

KELLY JON
9494 HUMBLE WESTFIELD RD APT 2632
HUMBLE, TX 77338

MIDLAND IRA BENEFIT FOR
135 S LASALLE ST STE 4000
CHICAGO, IL 60603

SERITAGE SRC FINANCE LLC
3333 BEVERLY ROAD
HOFFMAN ESTATES, IL 60179

L D C INC
PO BOX 12204
PENSACOLA, FL 32591

THOMAS-COCHRAN ANGELA M
7205 TWIN LAKES LN
PENSACOLA, FL 32504

YU MARC
721 SHILOH DR
PENSACOLA, FL 32503

JERNIGAN KENNETH E & CAROLE D
722 SHILOH DR
PENSACOLA, FL 32503

CROWN CASTLE GT COMPANY LLC
4017 WASHINGTON RD PMB 353
MCMURRAY, PA 15317

ANDERSON JOSEPH
7150 PLANTATION RD # 314
PENSACOLA, FL 32504

FERSON WILLIAM R & ANN
3213 INDIAN TRL
FLOWER MOUND, TX 75022

FIRTH BRANDI R HALTOM
8233 E GRANADA RD
SCOTTSDALE, AZ 85257

TRAN TUNG VAN &
716 SHILOH DR
PENSACOLA, FL 32503

ROBINS RIDGE DEVELOPMENT LLC
120 E MAIN ST SUITE A
PENSACOLA, FL 32502

KAESTLE DANIEL W III
7200 TWIN LAKES LN
PENSACOLA, FL 32504

METIVIER JAMES R & BARBARA E
7208 TWIN LAKES LN
PENSACOLA, FL 32504

PENNEBAKER DAVID K & NAN T
7212 TWIN LAKES LN
PENSACOLA, FL 32504

7220 PLANTATION RD LLC
7220 PLANTATION RD
PENSACOLA, FL 32504

GARCIA ROBERT
7224 TWIN LAKES LN
PENSACOLA, FL 32504

OM HANUMAN HOSPITALITY INC
7226 PLANTATION RD
PENSACOLA, FL 32504

GOEHRING MICHAEL A &
7235 TWIN LAKES LN
PENSACOLA, FL 32504

MCNAIR ANDREW
2650 PLEASANT VALLEY DR
CANTONMENT, FL 32533

HOPKINS ELBERT W JR &
4324 CALM TER
PENSACOLA, FL 32503

PUTMAN TERRY A
7250 HILBURN RD # 2-A
PENSACOLA, FL 32504

BAERRESEN JON H
5501 SUNKIST CIR
MILTON, FL 32571

WALDROUP JAMES M & THELMA J
521 WILLIAMS DITCH RD
CANTONMENT, FL 32533-8260

AWW PENN LLC
45 BROADWAY STE 3010
NEW YORK, NY 10006

LOTHER DEREK J & STACY E
720 FARMINGTON RD
PENSACOLA, FL 32504

LEMON RAYMOND C
4369 PRIVATE POINTE DR
PENSACOLA, FL 32503

BAISDEN RICHARD L
7228 TWIN LAKES LN
PENSACOLA, FL 32504

HANSEN STEVE
7240 HILBURN RD A
PENSACOLA, FL 32504

PHAM MAI TUY
10706 CROSSCUT DR
PENSACOLA, FL 32506

BATTEN THOMAS D &
7240 TWIN LAKES LN
PENSACOLA, FL 32504

SAWYER CHRISTOPHER
7250 HILBURN RD UNIT 2B
PENSACOLA, FL 32504

JAMES KENNETH A & CHERYL M
391 KAPOK CT
LONGWOOD, FL 32779

WILLIAMS CLAUDE L & ESTHER J
727 SHILOH DR
PENSACOLA, FL 32503

BUSH DEWEY M & DORIS
7304 HILBURN RD
PENSACOLA, FL 32504

ZAYAS AGRIPINO & MARIA E
2215 VENETIAN WAY
OWENSBORO, KY 42301-4228

BOLEY WILLIE MAE
1017 JORDAN LOOP
OKEECHOBEE, FL 34974

HICKS FRANK J & PAMELA J
7232 TWIN LAKES LN
PENSACOLA, FL 32504

SMITH PHILLIP Z &
7240B HILBURN RD
PENSACOLA, FL 32504

BLUE SKY PROPERTIES OF PENSACOLA LLC
4261 N GOLDEN RIDGE LN
TUCSON, AZ 85718

LOPEZ ALFRED &
PO BOX 31254
CLARKSVILLE, TN 37040-0021

SEABROOK HALEY MINIA
7250 HILBURN RD # 2C
PENSACOLA, FL 32504

WALDROUP JAMES M II & PATRICIA L
511 WILLIAMS DITCH RD
CANTONMENT, FL 32533

MONDELLO STEPHANIE A &
7300 HILBURN RD
PENSACOLA, FL 32504

FENIK LUKASZ &
90 SW 3RD ST APT 2509
MIAMI, FL 33130

BORN COURT OWNERS ASSO INC
6910 WEATHERWOOD DR
PENSACOLA, FL 32506

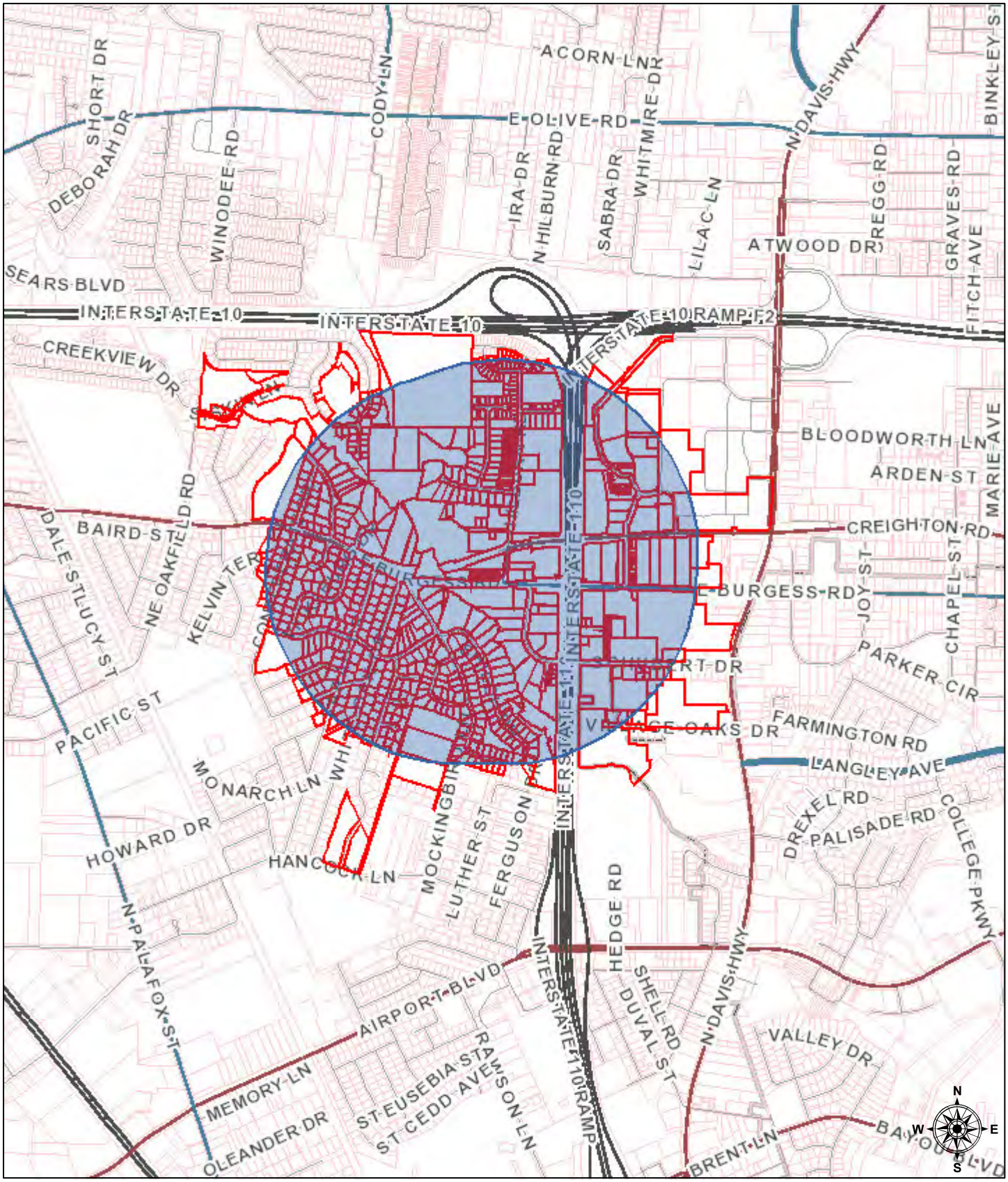
COOK BROWN ENTERPRISES INC
PO BOX 6006
PENSACOLA, FL 32503

JERNIGAN LEONARD CONTRACTORS INC

8680 SCENIC HWY # 18

PENSACOLA, FL 32514

Mailing List Map



November 8, 2016

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

polygonLayer

Override 1

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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: 12-6-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Buddy Page

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
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Google Maps

Imagery ©2016 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2016 Google 500 ft

Measure distance

Total distance: 1,336.09 ft (407.24 m)

Applicants Exhibit 1

COUNTY: 48 ESCAMBIA

SITE	SITE TYPE	DESCRIPTION	DIRECTION 1		DIRECTION 2		AADT TWO-WAY	"K" FCTR	"D" FCTR	"T" FCTR
5164		SR 296(BRENT LN) - 150 FT W OF SR 291(DAVIS HWY)	E	17500	W	17000	34500 C	9.0	55.5F	2.1F
5166		SR 295(FAIRFIELD DR) - 600' W OF SR 95(US29) PAL	N	14000	S	15500	29500 C	9.0	55.5F	4.7F
5169		SR 30 (US98B) GARDEN ST - 550' W OF "E" ST	E	7600	W	7100	14700 C	9.0	55.5F	3.2F
5171		SR 30(US98B)GARDEN ST - 275' W OF DE VILLIERS ST	E	13000	W	10500	23500 C	9.0	55.5F	3.3A
5173		SR 30(US98B)GARDEN ST - 225' W OF BAYLEN ST	E	12500	W	10500	23000 C	9.0	55.5F	3.2F
5177		SR 30(US98B) ALCANIZ ST - 125' S OF W D CHILDERS	E	6400	W	4200	10600 C	9.0	55.5F	3.2F
5178		SR 30(US98) 950' W OF SR 295(NAVY BLVD)	E	13500	W	13500	27000 C	9.0	55.5F	4.3F
5180		SR289(US98B) 9TH AVE - 250' S OF SR10A(US90) CER	N	8400	S	7500	15900 C	9.0	55.5F	1.9F
5181		SR 742 (BURGESS RD) - 225' W OF SR 291 (DAVIS HW	E	2300	W	1600	3900 C	9.0	55.5F	2.5A
5182		SR 742(BURGESS RD) 400' E OF C95A(OLD PALAFOX)	E	4700	W	4800	9500 C	9.0	55.5F	2.7A
5184		SR 742 (BURGESS RD) - 400' W OF C95A(OLD PALAFOX	E	3400	W	3900	7300 C	9.0	55.5F	4.5A
5185		"E" ST - 550' N OF US 90/SR 10A (CERVANTES ST)	N	0	S	0	7300 C	9.0	55.5F	6.0F
5186		12TH AVE - 150' NE OF SR 296 (BAYOU BLVD)	E	13000	W	12500	25500 C	9.0	55.5F	6.0F
5187		12TH AVE - 325' SW OF SR 296(BAYOU BLVD)	E	9600	W	10500	20100 C	9.0	55.5F	2.1A
5190		LEONARD ST - 250' W OF BAYLEN ST	E	1500	W	1400	2900 C	9.0	55.5F	6.0F
5191		CROSS ST - 200' E OF SR 95 (US 29) PALAFOX ST	E	1400	W	1400	2800 C	9.0	55.5F	6.0F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED
"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011
AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; X= UNKNOWN
"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2016-13

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln. *City, State, Zip: Pace, FL

Email Address: bdpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: TONI PETTIGREW

*Address: 6220 CONFEDERATE DR *City, State, Zip: PNS, FL 32503

Email Address: TROPICALMOTION@COX.NET Phone: 850 221-2659

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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01/2016

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Escambia County Planning Board
Public Hearing
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Did not speak

Please Print Clearly

Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: John Pettygrew

*Address: 6220 Confederate DR *City, State, Zip: Pensacola, FL 32503

Email Address: tropicalmotion@cox.net Phone: 850-221-2642

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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Please Print Clearly

Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Rhonda Robinson

*Address: 6975 Shiloh Drive *City, State, Zip: Pensacola FL 32503

Email Address: rhondarobinson4@yahoo.com Phone: 8506074203

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

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Meeting Date: 2/7/2017

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Dan S. Wendleton

*Address: 6253 Appomattox Rd *City, State, Zip: Pensacola FL 32503

Email Address: wendleton6253@aol.com Phone: 850 494 1262

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DID NOT SPEAK

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Please Print Clearly

Meeting Date: 2/7/2017

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-13

V In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: LINDA V. CROWE

*Address: 380 E. Burgess Rd *City, State, Zip: Pensacola, Fl 32503

Email Address: lvc171@att.net Phone: 850-384-0608

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Development Services Manager**
Development Services Department

FROM: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **March 20, 2017**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2016-13**

TTO Staff has reviewed the Rezoning Case (Z)-2016-13, 6013 Hilburn Road, agenda item for the upcoming Planning Board meeting scheduled for April 6, 2017. Please see the below comments.

Currently, there is a Roadway Improvement Project programmed in the County's Capital Improvement Program and the State of Florida's Florida Department of Transportation (FDOT) 5-Year Work Program along SR742 (Burgess Road) from US29 to Hilburn Road within the vicinity of the subject parcel. The project is expected to widen the existing two-way, two-lane roadway to a 4-lane roadway. The right-of-way acquisition phase (currently on-going) is programmed through Fiscal Year 2018, with the County expected to fund $1M towards the right-of-way phase.

The Florida-Alabama Transportation Planning Organization (TPO) currently lists the aforementioned project as the #2 Non-Strategic Intermodal System capacity project for the TPO 2040 Long Range Transportation Plan (LRTP). The TPO's LRTP Cost Feasible Plan programs the construction phase ($18M) during the Fiscal Year 2021-2025 time period.

Per the TPO's Congestion Management Process Plan, Burgess Road is currently functioning within its allowable capacity for traffic volumes between the segment of CR95A (Old Palafox) and Hilburn Road. The maximum level-of-service (LOS) for the roadway segment is LOS D (14,800 trips/day), and currently the roadway segment is functioning at a LOS D (8,000 trips/day) and is expected to remain at a LOS D and exceed 9,700 trips/day by Year 2024.

Note: TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

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Please Print Clearly

Meeting Date: 4-4-17

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: Bdpage1@att.net Phone: 232-9853

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spoke on his own behalf

Please Print Clearly

Meeting Date: 2/4/2017

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: James Scaminaci ~~fo Rhonda Robinson~~

*Address: 697 Shiloh Drive *City, State, Zip: Pensacola

Email Address: drscaminaci@hotmail.com Phone: (510) 816-3761

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Z-2017-02

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2017-02

Applicant: Joseph Dhaiti, Agent for Katia Lamothe, Owner
Address: 1300 Block Blue Angel Parkway
Property
Size :

From: MDR, Medium Density Residential district (10 du/acre)
To: HDMU, High Density Mixed-use district (25 du/acre)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of April 2017, commencing at approximately 9:35 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:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
ERIC FEARS, District 4
REID RUSHING, Vice Chair
WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

BARBARA "BOBBIE" ELLIS-WIGGINS, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
ALLYSON CAIN

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DESCRIPTION PAGE

PROCEEDINGS.....4

CERTIFICATE OF REPORTER.....

P R O C E E D I N G S

THE CHAIRMAN: All right. We will keep moving. We will go directly into our next case.

The next case is Z-2017-02, Joseph Dhaiti.

MR. DHAITI: Yes.

THE CHAIRMAN: I hope I'm saying it correctly. Agent for Katia Lamothe, the owner, 1300 block of Blue Angel Parkway, from medium density residential to HDMU, high-density mixed-use.

Members of the board, has there been any ex parte communication on this case between you, applicants, agents, attorneys, witnesses, fellow Planning Board members, or anyone from the general public prior to this hearing?

I'll also ask if you have visited the subject property. Please disclose if you are a relative, business associate of the applicant or any of the parties.

And start down there.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.
MR. CLAY: No to all.
MR. RUSHING: No to all.
THE CHAIRMAN: Okay. Thank you.
Staff, was notice of this hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay. And was it correctly posted on the subject property?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay. Sir, if you have no objections, we'd like to present the maps and the photography first, and then we'll hear from you.
MR. DHAITI: Okay.
THE CHAIRMAN: All right. We'll have staff do that, please.
MR. MacCARTEE: All right. Here we go. Z-2017-02. Here's the location map. And now we have our 500-foot zoning map. Here's our future land use of mixed-use suburban. Our existing surrounding land use map. And our photograph of the same. There's a 2,500 foot mailing radius map.
Here's our public notice sign posted on

the subject property. This is looking across Blue Angel Parkway from the subject property. Looking northwest from the subject property. This is looking south on Blue Angel Parkway from the subject Parkway, and this is looking into the subject property.
This is looking south on Blue Angel from the property, and this is looking southwest from Blue Angel.
That concludes presentation.
THE CHAIRMAN: Okay. Okay. Sir, now you can come forward, please, if you would.
MR. DHAITI: This is my wife.
THE CHAIRMAN: Okay.
MR. DHAITI: Is it okay?
THE CHAIRMAN: Has she been the agent for the case?
MR. MacCARTEE: He's the agent.
THE CHAIRMAN: I know we typically have the people yield to an agent or --
MR. MacCARTEE: -- listed for her. She's the property owner.
THE CHAIRMAN: Okay. So you wish to speak first, then, ma'am?
Well, yes. Well, they have -- this is --

THE CHAIRMAN: Let me go ahead and get you sworn in first, and then . . .

- - -

...SHERRY ANN ALSDHAITI, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Thank you. Good morning. If you'll please state your name and address for the record.
MS. ALSDHAITI: Sherry Ann Alsdhaiti, 1042 Southwest 142nd Avenue, Miami, Florida.
THE CHAIRMAN: Thank you. And Ms. Dhaiti, have you received a copy of the rezoning hearing package and the staff's findings?
MS. ALSDHAITI: Yes.
THE CHAIRMAN: Okay. And do you understand that you have the burden of providing competent, substantial evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals and objectives of that plan, and is not in conflict with any portion of the Land Development Code?
MS. ALSDHAITI: Yes.
THE CHAIRMAN: Okay. Thank you.
Now you can proceed, please.

MS. ALSODHAITI: Well, the staff found that the zoning was not --
THE CHAIRMAN: If you would pull that microphone closer. Just -- We're recording everything. Thank you.
MS. ALSDHAITI: The staff found that the rezoning --
MR. JONES: Chairman, one minute.
So we can make sure, for the record, straight, it says the applicant is Joseph -- can't pronounce the last time.
MR. DHAITI: Dhaiti.
MR. JONES: Thank you.
Agent for -- and that's the L-a-m-o-t-h-e.
She is, according to the applicant -- according to the record, she is the owner.
MS. ALSDHAITI: Yes. Yes.
Yeah, we are . . .
THE COURT REPORTER: I'm sorry, ma'am. I can't hear you.
MS. ALSDHAITI: Okay. We're the agents.
As Katia Lamothe, agent.
MR. DHAITI: Actually, I'm the agent. That's my -- that's my wife. I'm the owner of the owner [sic].

Page 9

THE CHAIRMAN: Okay. Horae, I believe when someone appoints an agent, we have a legal form that says that they've been appointed as the agent.

MR. JONES: In order to declare it, it would probably be better if you speak. She can sign up to speak.

MR. DHAITI: Okay.

MR. JONES: She can sign it, so the wife can speak.

(Mr. Dhaiti speaking privately to Mr. Jones, inaudible.)

MR. JONES: Well, she is probably better, too if you speak, and she can sign up to speak as well.

MS. ALSDHAITI: Okay.

THE CHAIRMAN: You can actually call her as a witness as part of the case.

MR. DHAITI: Sure.

THE CHAIRMAN: So you could say, "I'd like to bring up my first witness," and then bring her up, and then she can testify in that capacity as well.

MR. DHAITI: Okay.

THE CHAIRMAN: Okay? So sir, if you'll be

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sworn in, please.

- - -

...JOSEPH DHAITI, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Okay, sir. And if you'll state your name and address for the record.

MR. DHAITI: Joseph Dhaiti.

THE CHAIRMAN: And address, please?

MR. DHAITI: 1420 Southwest 142nd Avenue, Miami, Florida 32186.

THE CHAIRMAN: Okay. Now, since you're acting as the agent, I'll ask you the same questions. Did you receive a copy of the rezoning hearing package and the findings of fact?

MR. DHAITI: Yes, I did.

THE CHAIRMAN: Okay. And do you understand that you have the burden of providing substantial competent evidence that that proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with the Land Development Code?

MR. DHAITI: Yes, I do.

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THE CHAIRMAN: Okay, sir. Now you may proceed. Thank you.

MR. DHAITI: Okay.

THE CHAIRMAN: So would you like to make an opening statement and then call Ms. Alsdhaiti up for a witness or we'll go try to work you through it because I know you have probably not done this before.

MR. DHAITI: First time doing this. Okay?

THE CHAIRMAN: Okay. That's fine.

MR. DHAITI: Yeah. From looking at the application, for what the staff had find, I find it is really lack consistence with what's called the commercial in the area.

THE CHAIRMAN: Okay.

MR. DHAITI: And it's -- my wife is the main one that did mostly all the research.

THE CHAIRMAN: Okay. So at this point, if you'd like to call her up as a primary witness.

MR. DHAITI: Yes.

THE CHAIRMAN: All right. So come forward, please, ma'am.

You've been sworn in. I'm sorry that it's so technical. We are just in a quasi-judicial hearing here, so . . . Okay. And if you'll

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just -- you are sworn for the record.

And at this time now, you can go ahead and present. And just have all of you stay there at the podium, please.

MS. ALSDHAITI: Well, the staff found that the conditions with the proposed is not compatible, but there's commercial -- there's a couple commercial buildings over there and there's also a lot of vacant land, a lot of vacant homes. And there's not too many there, about maybe seven or eight, residential homes in that area.

That area is -- is a area that . . . mostly vacant land there, a couple of houses across the street. Down the block there's a jewelry store there. There's also an Exxon gas station down the street.

And a little . . . I want to say like a little superstore, so with resulting -- I mean, they say it's not compatible, but there's so many commercial and less residential over in that area, that our rezoning is not asking too much.

THE CHAIRMAN: Okay. Could we bring up the criteria that Ms. Alsdhaiti is speaking of

that is not compatible so that the board can review it.

Now, as you noticed from the last case, the staff will also be giving a presentation. And they will cover why they believe it's not compatible.

And as I said to you, you would have the burden of then convincing us of why it is compatible.

Let's look at the findings here. Okay. So we have both B and C, is that correct, that the staff found is not consistent?

Okay. NE. So there's multiple criteria. Okay. All right.

Now, it's completely up to you. You can continue to go through. I would recommend that you do each criteria independently or you can allow the staff to present first, and then you can come back and explain why you would think it would be more consistent.

MS. ALSDHAITI: That would be . . .

THE CHAIRMAN: Okay. So we'll give you another opportunity to speak.

So at this time, Caleb, if you'll go through the criteria and explain why the

findings say they're not consistent when they have to go into a little more in-depth explanation as to exactly what it is, and then give them an opportunity to respond to that. So if you could just have a seat in the first row, we're going to go through it. And if we could follow along on the screen with Caleb's presentation, please.

MR. MacCARTEE: Okay. Continuing along with Z-2017-02, the request is from medium-density residential to high-density mixed-use.

Our approval conditions, starting with criterion A, it's consistent with the Comprehensive Plan.

Well, we found that the proposed amendment to HDMU, obviously mixed-use, is consistent with the intent and purpose of future land use category mixed-use suburban.

The Comprehensive Plan allows for retail sales and services, professional office, recreational facilities, civic and some limited agriculture.

The parcel utilizes public road, utilities and infrastructure.

For criterion B, consistent with the Land Development Code. The proposed amendment is not consistent, we found, with the intent and purpose of the Land Development Code.

The applicant did not submit a compatibility analysis regarding potential uses of the parcel. The site does not meet the following required location criteria: Proximity to the intersection, proximity to a traffic generator and site design.

The more intense uses of HDMU are not found on the surrounding parcels. Therefore, the new use would not constitute any field development.

For criterion C, compatibility with the surrounding uses, we found in our findings the proposed amendment is not compatible with the surrounding existing uses in the area.

Within a 500-foot radius impact area, staff observed the properties with zoning districts HDMU, MDR, and LDR, low density residential.

There are ten single-family residents, eight vacant residential properties, five vacant commercial properties, two churches and one

retail store within that 500-foot radius.

The proposed amendment would result in a more intense use of the subject property than the surrounding adjacent properties.

Most parcels in the area are single-family residents are vacant. The allowable uses in HDMU zoning appear to be incompatible with the current surrounding parcels in the immediate area.

For criterion D, changed conditions. We found no changed conditions that would impact them on the property.

For criterion E, development pattern. We found that the proposed amendment would not result in a logical and orderly development pattern.

The adjacent properties are residential. The nearest commercial is a small-sale retail shop, located at the intersection of two arterial streets, located at greater than the 500-foot location criteria from the subject property.

Criterion F, effect on natural environment. We found that, according to the National Wetland Inventory, wetlands and hydric

soils were not indicated on the subject property, were not -- for review during the site plan review process, will be necessary to determine if there will be significant adverse impact on the natural environment. That concludes the presentation of the staff findings.

THE CHAIRMAN: Okay. Thank you.

Now, just a question for staff. When individuals come in for rezoning like this, I know that you kind of interview to try to find out what is their intent. Even though we don't get the specific project up front, you try to get the intent of why we're changing the zoning.

MR. JONES: Yes, sir, Mr. Commissioner.

I'm sorry. Mr. Chairman.

THE CHAIRMAN: No, I don't want that job. No, no, no. Definitely not.

MR. JONES: I am glad that you answered my question because I was going to say that.

Yes, we do -- we do try to . . . When we do try to -- try to -- try to get a good idea on what the applicants want to do in this case or in all the cases. We really try to convince or offer the best possible alternative, the best

choice.

Now, the applicant, when they make their request, we cannot force them on the zoning category to choose from. We try to lead them very, very -- say, these are the issues you're going to have to face with this. These are the issues that you have to face. And we -- we -- we -- try to vet a thorough preap with staff, so -- so . . . But we cannot, again, tell them we're not going to take this down a zoning category; we can't accept the application as is, although we try to tell them this may not -- this may not meet all the criteria going forward. Many times they still want -- they still want to make that decision to move forward.

THE CHAIRMAN: Okay. All right. Thank you.

Okay. Folks, if you'll come back forward, please. So we have three of the six categories that are not compatible, and so in order for a favorable support vote from the Planning Board, you would have to present substantial competent evidence in each of those categories so that we would kind of override the findings of the staff

and come up with new findings. Okay? And that's -- like I said, that's a heavy burden to do because you would have to come up with those findings.

And we certainly are willing to listen to everything that you want to present, but I just wanted to kind of make you understand how the process works, that you -- you know, you would have to do.

So as you go forward, I would recommend that you take each criteria, and the ones that are not consistent, and tell us why you think they are consistent, and then at the end, the board will make a decision on that.

MS. ALSDHAITI: I think that they're looking at where the houses are. On that particular land, there's a house behind our land.

And what happens is, they use our property to come out. There's no road. County didn't build a road there, so they have to use our property to exit and enter for the church and their homes, so I think that has a lot to do with them not wanting to make this to -- to change the compatibility of this particular

parcel because of that, you know, going in and out of that.

There's no road there for the -- for the church or the house to get in and out of their properties. That shouldn't be the concern of us because that -- county -- that -- has to do with the road -- the Escambia County Transportation, Department of Transportation. That's their -- that should be their criteria, to get these people in and out of their -- out of their properties.

Secondly, with the -- with the -- with the houses, there are so many vacant houses in that area, there -- there wouldn't be an impact on any -- there are about ten residents there.

There wouldn't be any impact on us -- on us building or change that to the commercial because for those -- for -- even if you want to build houses on that particular land -- say you want to make it residential -- there's no sewer line there, according to Escambia County environmental.

There's no -- you can't -- you would have to use septic in that area, so it's not -- it's not a good area to do a development for more

housing because there's no -- there's -- there's nothing there that you can really put -- you know, there are wetlands over there, so changing this to -- into a commercial wouldn't be bad for the neighborhood.

How do you expect change in a neighborhood if you don't -- if you don't try to make change in that particular neighborhood?

No one is coming into that -- no one is coming into that neighborhood in order to -- to build, but the neighborhood need change -- needs a change, but where do you start with that change?

This particular land, I think if you -- if you look at it and you try to put -- since there's only one small retail store there, even if you try to put a small supermarket there to help residents, that would have to go all the way -- drive all the way down to the next Walmart, the land is compatible.

Commercially -- there are commercial buildings around that -- around that area. They're not vacant. There -- there are more vacant homes that there are commercial and more vacant land than residents.

THE CHAIRMAN: Okay. Let me ask a question on criterion B, which is what you're --

MS. ALSDHAITI: Yes.

THE CHAIRMAN: -- addressing mostly, is the compatibility. Did you have a compatibility analysis prepared to kind of sustain all of these things and to evaluate what impact this would have on the surrounding properties?

MS. ALSDHAITI: Well, the -- the fire department -- when we spoke to -- because there was issue there where the residents didn't have a way to get in. That's -- that's the -- that's the -- the one thing that I think the county has a problem with, because there's no road for the church or the residents to get in and out, and it poses a fire hazard or fire threat.

And I think that's the reason that a lot of times you can't -- you know, when you try to do something on that land, it's a problem because of the house behind -- the house behind the land and the church. There's no egress for them to get in and out of. There's no -- there's no road. It's just a dirt road for them to get in and out of their houses, and that -- and that becomes a problem. I think that's a

problem as far as for the county. That problem has to be addressed, and I think that that's the reason that a lot of times this parcel cannot be rezoned because of the people not being able to get in and out of their property.

THE CHAIRMAN: Is there a formal easement across the property --

MS. ALSDHAITI: No.

THE CHAIRMAN: -- or is it a prescribed easement?

MS. ALSDHAITI: There's no easement.

THE CHAIRMAN: It's been used for many, many years?

MS. ALSDHAITI: Yes. Yes. And if you -- if you -- if somebody falls and gets -- falls and gets hurt on that land, we are -- we are responsible for that person getting hurt on that land because there's no -- the county has not provided a way for them to get in and out of that property.

THE CHAIRMAN: Okay. Okay. All right. So you've given us some information about criterion B.

Would you like to address C and E as well?

MS. ALSDHAITI: There's no development

pattern over there because there's so -- there's a lot of vacant land over there. There's no really . . . like, there's a lot of abandoned buildings. There's no -- there's no development over in that land because the land -- the land -- there's -- there's more vacant housing and vacant land than residents.

THE CHAIRMAN: Okay.

MS. ALSDHAITI: So there's no developments. I mean, you can't -- you can't start a development if you don't -- if you don't give a person, you know, what they need to develop that neighborhood.

That neighborhood has -- has no -- there's no -- there's nothing to develop over there. There's just plain, you know, vacant homes and -- and land and -- and vacant land over there.

THE CHAIRMAN: Okay. All right.

And there's Criterion E, I believe, was not compatible as well.

MS. ALSDHAITI: Mr. Chairman, what was -- what was -- I did C and I did E. There was another one.

THE CHAIRMAN: We had B, C and E, I

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believe, were the ones that were not consistent.
I believe you covered B when you were talking about compatible --
MS. ALSDHAITI: Yes.
THE CHAIRMAN: -- uses in the area.
MS. ALSDHAITI: I did.
THE CHAIRMAN: And C and E, so I believe that sort of touching on each one of the categories, that you've done that.
Now it would be the board's decision whether that's competent and substantial evidence enough to change the findings. Okay.
So board members do you have any questions at this time of the applicant or the witness?
(No response.)
THE CHAIRMAN: All right. I don't think the board members have any questions.
We do not have anyone signed up to speak on this matter, so we won't have a public comment portion.
I'll give you an opportunity to make any closing statements before I call for a vote on the matter, so if you have any closing statements.
MS. ALSDHAITI: I think that -- this would

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be perfect for rezoning only because that area needs to be developed. It hasn't had a development in, I want to say, five, ten years. The residents there, they -- they have to go, you know, far out to get the necessity stuff they need.
And I think once we -- once the -- the findings -- the egress, the church and the residents behind the -- the property, you know, once that is -- that road is addressed, it will be -- it would -- it would be better for -- for the community because that -- I think that's what -- that's really a problem.
When we spoke to the fire department, they told us we didn't do anything with them -- with -- you know, with the land because of them not being able to get in and out of their -- of their homes and of the church. But that shouldn't be -- that shouldn't be our burden. That should be Escambia County's burden to get those people and in and out of their homes.
And Escambia County has land -- also has land in that area that a road could be -- could cut a road to lead to Lillian Parkway.
So I think for us getting this rezoned

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into the HDMU would be -- would be -- would be great for that community.
THE CHAIRMAN: Okay. Now, I just wanted to make sure you understand that the issue of an easement across the property, whether it's an actual easement or just a prescribed easement --
MS. ALSDHAITI: It's not an actual easement. There's no easement for that.
THE CHAIRMAN: Correct. That is not something that comes into our consideration for this part of it.
MS. ALSDHAITI: Yeah. I understand that.
THE CHAIRMAN: That's why I was asking when you first came up did you have conversations with the staff members, because, you know, sometimes they may be to guide and give you suggestions, and everything, so . . . Okay. Anything else?
(No response.)
THE CHAIRMAN: Staff members, anything to add?
(No response.)
THE CHAIRMAN: Okay. All right.
Board members, Chair will entertain a motion on Z-2017-02.

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MR. RUSHING: Mr. Chairman, do you mind if I ask a question to the staff?
THE CHAIRMAN: Absolutely.
MR. RUSHING: What is the -- Will you bring up what the uses are of MDR for us, just to give us an idea of what they can do with the property?
MR. MacCARTEE: MDR is primarily single-family dwelling. You can have some two-family dwellings, based upon the previous zoning, but it is primarily single-family dwellings allowed in MDR.
MR. JONES: Let's see if there's any conditional uses associated.
MR. MacCARTEE: No retail sales or services.
Conditional uses are limited -- residential accessory dwellings; some group living; public, civic organization; educational; places of worship. All those would require review from the Board of Adjustment for those.
MR. JONES: So there -- there is, Mr. Rushing -- there is some -- some -- some -- some uses that are allowed, which you have to have conditional-use approval that's -- that's not

retail, but there is some -- there is some uses that the -- BOA -- and -- and -- and still make without a rezoning request -- without a rezoning request. So -- so -- so it still is -- it still is -- it's possible for them to have the best use of the property with an MDR request.

It's just -- the point is just the point the way you see the map. And I do understand what she's talking about, the houses.

But again -- again, whether -- and I'm not trying to -- just trying to make sure for the record, whether it's 10 or 1,000 or 1, that one person still has to -- it's the same scrutiny when we look at our analysis.

So -- so -- and -- and that's -- and that's why we have to look at this. And we looked at it very carefully. WE got HDR on the -- on the -- on the corner of Blue Angel and Lillian, but the rest of it is all MDR on -- on -- on that side of the -- with residential uses. Because we don't want to continue a pattern of urban sprawl.

THE CHAIRMAN: Okay. Any additional questions?

(No response.)

THE CHAIRMAN: All right. Chair will entertain a motion.

Yes, ma'am. Good morning.

MS. ELLIS-WIGGINS: For the record, do we have the owner's name, the property owner's name? I know what we have here in the agenda. Is the property owner Katia Lamothe? And is that you? Is that --

MS. ALSDHAITI: No, that's not me.

THE CHAIRMAN: Okay. Come forward to the microphone, please.

MS. ALSDHAITI: Right now she's in Haiti.

Katia is in Haiti, so that's why --

THE CHAIRMAN: Yes, ma'am. Just speak into the microphone --

MS. ALSDHAITI: Okay.

THE CHAIRMAN: -- and it will pick up for everybody.

MS. ALSDHAITI: Okay.

THE CHAIRMAN: Okay. So Katia is not present now?

MS. ALSDHAITI: No.

THE CHAIRMAN: Mr. Joseph, you said you were also an owner as well?

Yes.

THE CHAIRMAN: Legal owner of the property as well.

MR. DHAITI: Yes.

THE CHAIRMAN: Okay.

MR. DHAITI: Yes, sir.

MR. JONES: And -- and -- because I was under the impression, again, that you -- that you were -- failed to -- I was under the impression that you were the owner, and -- and Katia was going to -- that you were Katia.

MS. ALSDHAITI: No.

MR. JONES: That's why it's good to have applicant for the record, because things like that can -- can -- can cause the whole case to be tabled or everything over.

MR. DHAITI: Okay.

MR. JONES: And -- and for the public record, according to what we have in our system, it just has one owner, K-a-t-i-a, L-a-m-o-t-h-e as only one -- as only one property owner.

MR. DHAITI: Yes.

MR. JONES: So . . .

MR. DHAITI: That's my wife.

MS. ELLIS-WIGGINS: Oh.

MR. JONES: Okay. That is your wife.

Okay. That's your -- Okay. That's why I didn't do the -- Okay. If you go to court, it can cause a technicality, to cause some problems.

MS. ELLIS-WIGGINS: For the record, the court reporter probably didn't pick up the piece of information that closed my information, and so I'm clear about who the owner is. I'm not sure everyone else is. Okay.

THE CHAIRMAN: And we did have a form here signed by the owner appointing Mr. Dhaiti as the agent, so --

MR. DHAITI: Yes.

THE CHAIRMAN: And then Mrs. Dhaiti as a witness, so . . . Okay. Very good.

They both signed on one speaker form, so we typically need one for each person.

MS. ALSDHAITI: Okay.

THE CHAIRMAN: So we'll keep this one. If we can just do one more.

MS. ALSDHAITI: Okay.

MR. DHAITI: Is there anything else, sir?

THE CHAIRMAN: All right. Thank you.

Okay, board members. Recommendation for approval, denial or an alternate option?

MR. INGWELL: I'd like to make a motion to

reject rezoning case Z-2017-02, from MDR to HDMU, for failure to meet approval conditions B, C and E.

THE CHAIRMAN: We have a motion on the floor. Do we have a second?

MR. RUSHING: I'll second.

THE CHAIRMAN: Second.

Further discussion.

(No response.)

THE CHAIRMAN: All those in favor of denial of the request, say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Motion carries.

Folks, unfortunately, the board did not feel like it met the criteria that the county has set out.

The amount of information that you gave didn't sway the decision to go with the findings, and so we're going to recommend denial to the Board of County Commissioners on the case. All right.

You can get back with the staff members and find out some other alternatives with the

property. Okay. All right. Thank you.

Why don't we take just a very, very brief recess, maybe about five minutes to stretch and use the restroom. We'll come back into session at 10:05, please.

(Hearing concluded at 10:00 a.m.)

(Brief recess.)

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 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. B.**

Meeting Date: 04/04/2017
CASE : Z-2017-02
APPLICANT: Joseph Dhaiti, Agent for Katia Lamothe, Owner
ADDRESS: 1300 Block Blue Angel Parkway
PROPERTY REF. NO.: 12-2S-31-3404-000-000
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 05/04/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: MDR, Medium Density Residential district (10 du/acre)

TO: HDMU, High Density Mixed-use district (25 du/acre)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban

(MU-S) Future Land Use (FLU) category is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses: residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. The maximum residential density is 25 dwelling units per acre.

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 the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FINDINGS

The proposed amendment to HDMU **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1 The Comprehensive Plan allows for retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. 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.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of

neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

(b) Permitted uses. Permitted uses within the HDMU district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.
a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.
b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.
c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.
d. Two-family and multi-family dwellings.
See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

(3) Retail services. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:
a. Bed and breakfast inns.
b. Boarding and rooming houses.
c. Child care facilities.
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. Repair services, including appliance repair, furniture refinishing and

upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.
g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.
See also conditional uses in this district.

(4) Public and civic.
a. Preschools and kindergartens.
b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
c. Foster care facilities.
d. Places of worship.
e. Public utility structures, excluding telecommunications towers.
See also conditional uses in this district.

(5) Recreation and entertainment.
a. Marinas, private only.
b. Parks without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

(e) Location criteria. All new non-residential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are 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 or collector street and within 200 feet of an intersection with another arterial or collector.
(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.
(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, 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.
(4) Site design. Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:
a. Any intrusion into a recorded residential subdivision is limited to a corner lot
b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.
c. 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.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county. b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HDMU. High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new non-residential use proposed within the HDMU district .

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The applicant did not submit a compatibility analysis regarding the potential uses of the parcel. The site **does not** meet the following required location criteria: proximity to intersection, proximity to traffic generator, and site design. The more intense uses of HDMU are not found on the surrounding parcels, therefore the new use would not consitute infill development.

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

Compatible with surrounding uses

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

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HDMU, MDR, and LDR. There are 10 single-family residences, eight vacant residential properties, five vacant commercial properties, two churches, and one retail store. The proposed amendment **would result in a more intense use** of the subject property than the surrounding adjacent properties. Most parcels in the area are single-family residences or vacant. The allowable uses in the HDMU zoning appear to be incompatible with the current surrounding parcels in the immediate area.

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

Changed conditions

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

FINDINGS

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

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

Development patterns

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

FINDINGS

The proposed amendment **would not** result in a logical and orderly development pattern. The adjacent properties are residential. The nearest commercial is a small scale retail shop located at the intersection of two

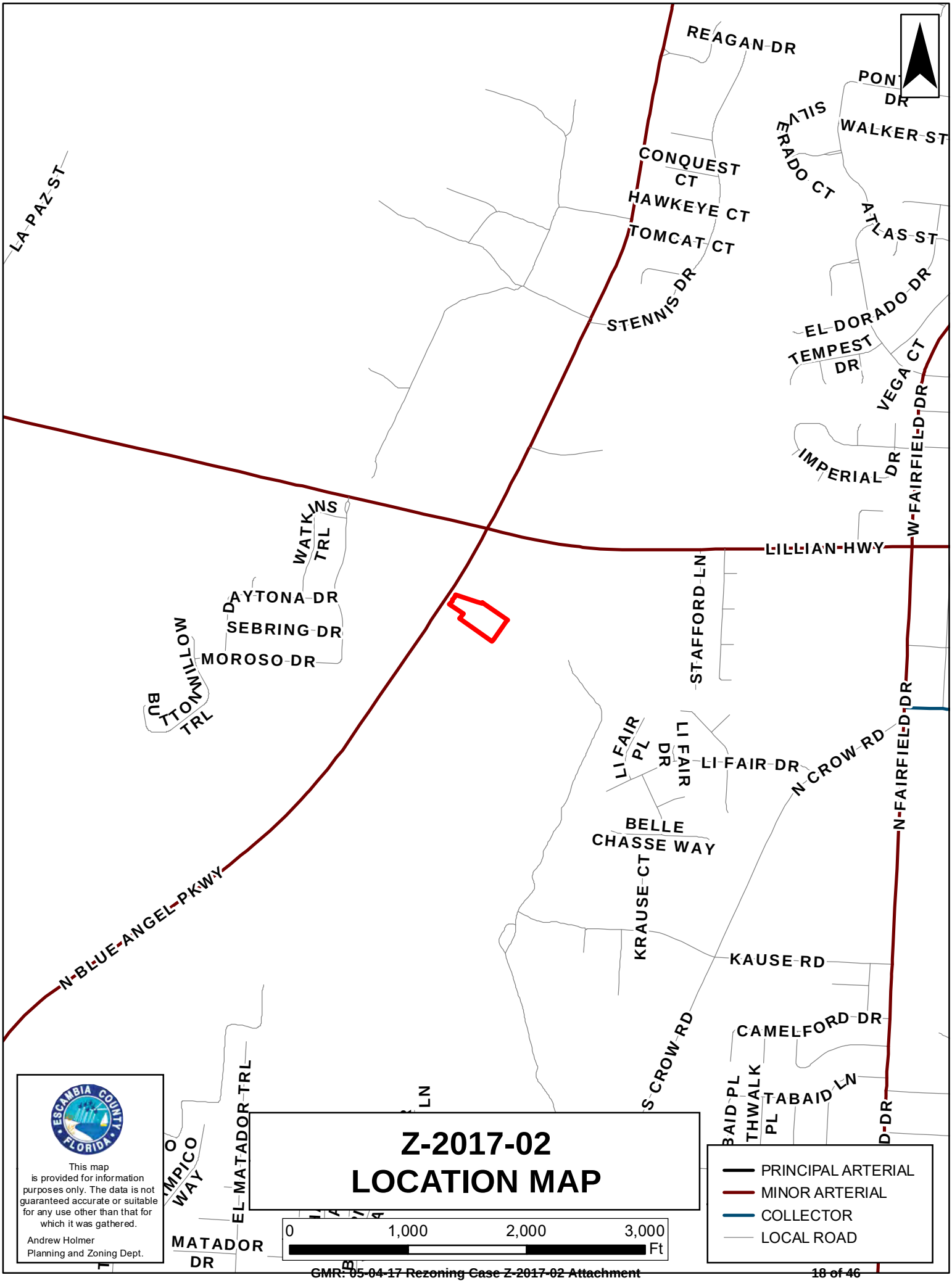
arterial streets located greater than 500' from the subject property.

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-2017-02

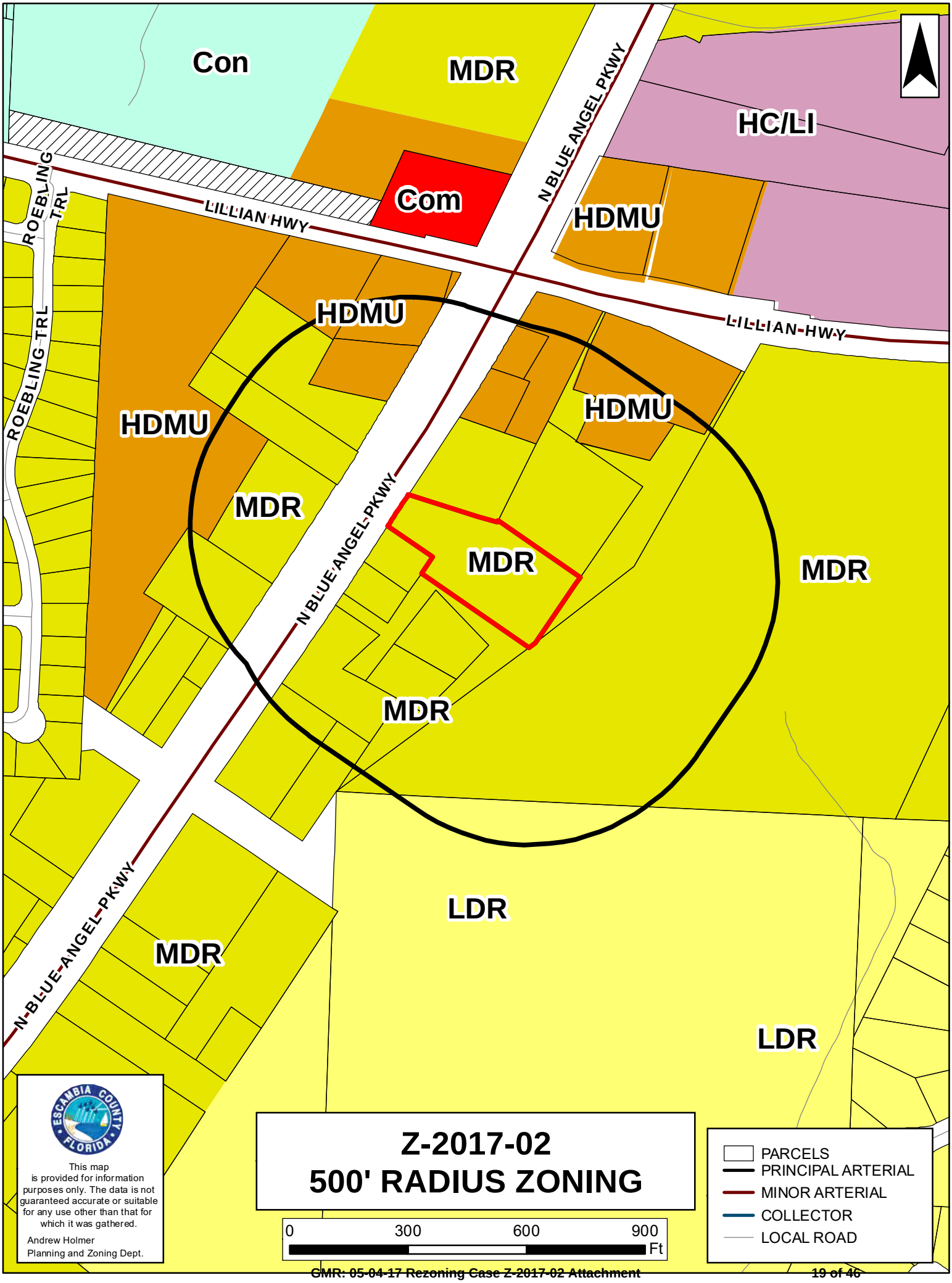


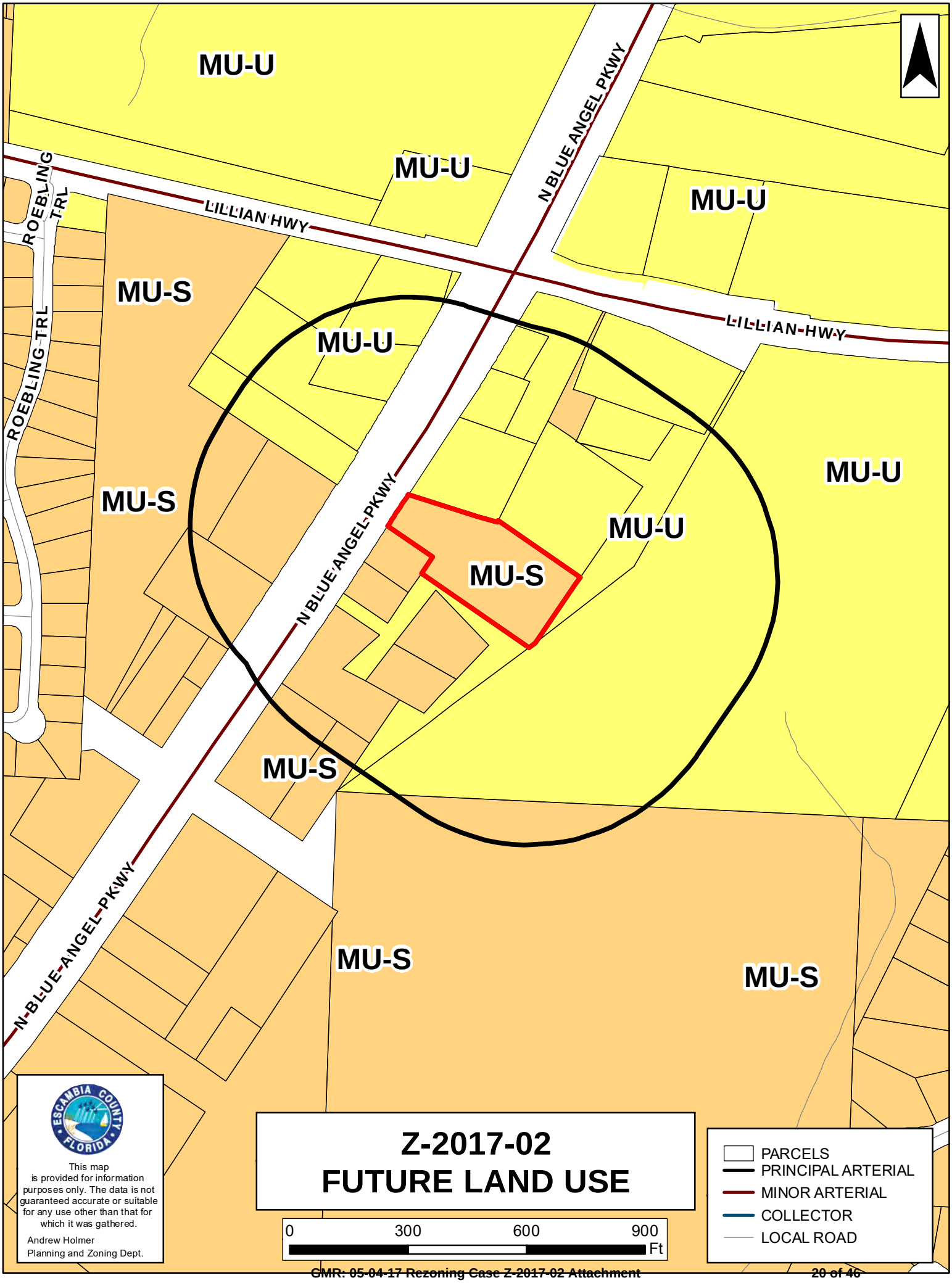
Z-2017-02
LOCATION MAP

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.


Con
MDR
HC/LI
Com
HDMU
HDMU
HDMU
HDMU
MDR
MDR
MDR
MDR
LDR
MDR
LDR
LILLIAN HWY
LILLIAN HWY
ROEBLING TRL
ROEBLING TRL
N BLUE ANGEL PKWY
N BLUE ANGEL PKWY
N BLUE ANGEL PKWY
Z-2017-02
500' RADIUS ZONING
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


MU-U
MU-U
MU-U
MU-U
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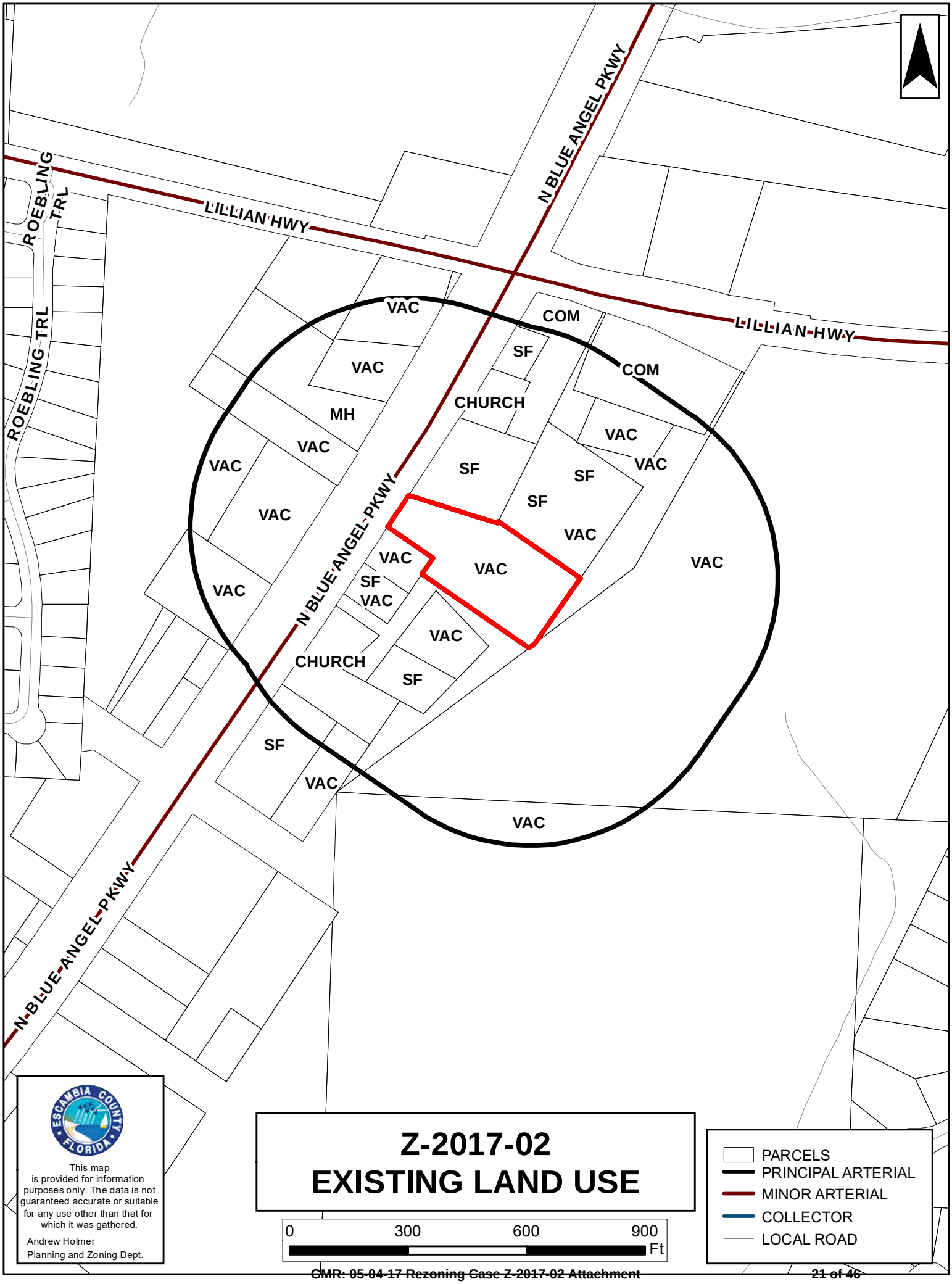
MU-S
MU-U
MU-S
MU-S
MU-S
MU-S
LILLIAN HWY
LILLIAN HWY
ROEBLING TRL
ROEBLING TRL
N BLUE ANGEL PKWY
N BLUE ANGEL PKWY
N BLUE ANGEL PKWY
N BLUE ANGEL PKWY
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2017-02
FUTURE LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


ROEBLING TRL
LILLIAN HWY
N BLUE ANGEL PKWY
ROEBLING TRL
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VAC
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COM
CHURCH
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VAC
VAC
VAC
VAC
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VAC
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CHURCH
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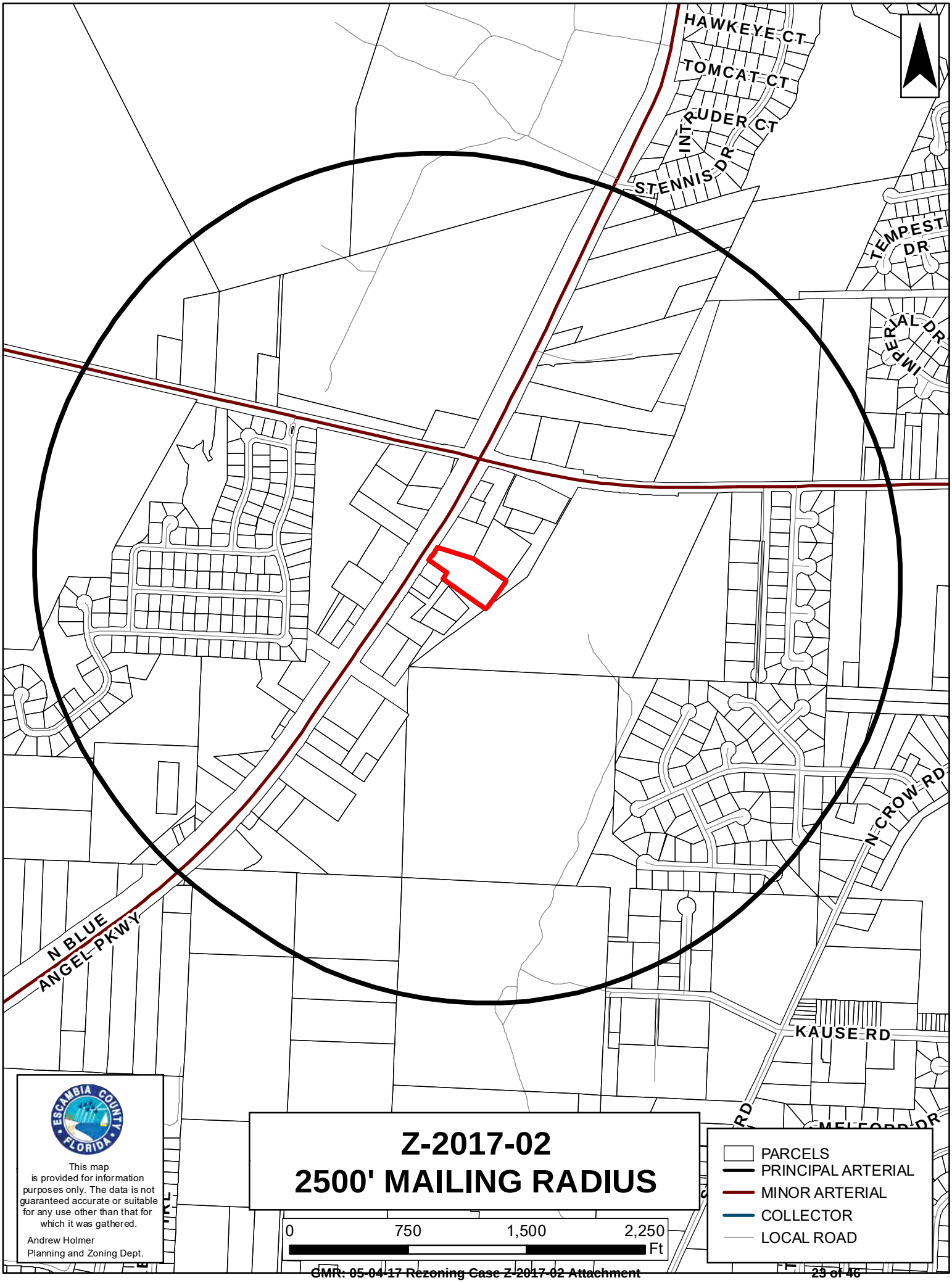
SF
SF
VAC
VAC
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2017-02
EXISTING LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

N BLUE ANGEL PKWY
Z-2017-02
AERIAL AND WETLANDS
0
100
200
300
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


HAWKEYE CT
TOMCAT CT
INTRUDER CT
STENNIS DR
TEMPEST DR
IMPERIAL DR
N CROW RD
N BLUE ANGEL PKWY
KAUSE RD
MELFORD DR
Z-2017-02
2500' MAILING RADIUS
0
750
1,500
2,250
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

Notice of Public Hearing Sign

Looking across Blue Angel Pkwy from subject property

Looking northwest from subject property

Looking south on Blue Angel from subject property

Looking into subject property

Looking south on Blue Angel from subject property

Looking southwest along Blue Angel Pkwy

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2017-02 Accepted by: AE PB Meeting: 4/4/17

1. **Contact Information:**

   A. **Property Owner/Applicant:** Katia Lamothe
   Mailing Address: 10420 SW 142nd Ave
   Business Phone: _____ Cell (305) 302-4002
   Email: Dhaitij@aol.com

   (B.) **Authorized Agent (if applicable):** _____
   Mailing Address: 10420 SW 142 AVE Miami FL 33186
   Business Phone: (305) 302-4002 Cell: _____
   Email: dhaitij@aol.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: 1300 Blk Blue Angel PKWY
   A. Parcel ID (s): 12-2S-31-3404-000-000

   (B.) Total acreage of the subject property: 2.04

   C. Existing Zoning: MDR
   Proposed Zoning: HDMU
   FLU Category: MU-S

   D. Is the subject property developed (if yes, explain): NO

   E. Sanitary Sewer: _____ Septic: ✓

3. **Amendment Request**

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

IN ORDER TO UTILIZE THIS LAND TO OPERATE A CONVINENT STORE I I MUST BE REZONED FROM MDR TO NBMU."

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.

Yes, The comprehensive plan is to rezone from ~~from~~ residential to commerical as there are many developments going on within 3-4 miles of the rezoning property. The development includes Sub-divisions, gas Stations and grocery stores.

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.

The LDC is consistent with the stated purpose as this area is continuing to ~~be~~ be developed into a more commerical district and will bring much need businesses for residential owners in the area.

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.

There are a ~~variety~~ variety of Commerical businesses in the rezoning district. Eg Gas station, Jewelry store, Carpet store Land scaping, and Walmart with in 3 miles of the rezonmg land.

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.

In the interest to help redefine the neighborhood. The rezoning and propose Convienent store will help revitalize the area as no(General Dollar stores)are in close Proximity.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

This area is being developed and there are new Constructed homes about a mile from the rezoning land.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

NO since it will not be use for any industrial purposes.

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): 12-25-31-3404-000-000

Property Address: 1300 Blk Blue Angel Parkway

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.

X I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 6th DAY OF February, YEAR OF 2017

Katia Lamothe — KATIA LAMOTHE — 2/6/17

Signature of Property Owner — Printed Name of Property Owner — Date

Signature of Property Owner — Printed Name of Property Owner — Date

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 Fee: 387.99 **$1275.50 - for one parcel**
$2122.50 - for two contiguous parcels
$2122.50 + $84.70 - for each additional parcel for more than two contiguous parcels
This fee includes 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. _____ 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.

Katia Lamothe — Signature of Owner/Agent
Katia Lamothe — Printed Name Owner/Agent
2-6-17 — Date

_____ — Signature of Owner
_____ — Printed Name of Owner
_____ — Date

STATE OF New Jersey COUNTY OF Essex The foregoing instrument was acknowledged before me this 6th day of February 2017, by Katia Lamothe

Personally Known ☐ OR Produced Identification ☑ Type of Identification Produced: FL DL # L533513615150

Signature of Notary
SHERRI ANN ALS — Printed Name of Notary
SHERRI ANN ALS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 5, 2020
(notary seal)

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 1300 BLK Blue Angel Parkway _____, Florida, property reference number(s) 12-25-3404-000-000 _____ I hereby designate Joseph Bhatti _____ (Spouse) _____ 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 6th 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:_____ Email:_____

Address:_____ Phone:_____

Katia Lamothe	Katia Lamothe	2-6-17
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF NEW JERSEY COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 6th day of February 20 17

by Katia Lamothe.

Personally Known ☐ OR Produced Identification ☑ Type of Identification Produced: FL DL: L533513615150

Sherriann Als	SHERRIANN ALS
Signature of Notary	Printed Name of Notary

SHERRIANN ALS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 5, 2020

(Notary Seal)

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-3826-000		SEE BELOW	06	122S31-3404-000-000

2013 Delinquent Individual Tax Certificate
PRIOR YEAR TAXES DUE

LAMOTHE KATIA
10420 SW 142ND AVE
MIAMI, FL 33186

1300 BLK BLUE ANGEL PK
BEG AT SW COR OF BLK 7 VAN KIRKS S/D
OF S1/2 OF LT 3 ON RR AND PALAFOX ST N
730
See Additional Legal on Tax Roll

OFFICE
(850) 438-6500
Ext. 3252

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	30,600	0	30,600	202.46
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	30,600	0	30,600	68.79
BY STATE LAW	5.3090	30,600	0	30,600	162.46
WATER MANAGEMENT	0.0400	30,600	0	30,600	1.22
SHERIFF	0.6850	30,600	0	30,600	20.96
M.S.T.U. LIBRARY	0.3590	30,600	0	30,600	10.99

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

TOTAL MILLAGE 15.2575 AD VALOREM TAXES $466.88

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960		11.06

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

NON-AD VALOREM ASSESSMENTS $11.06

COMBINED TAXES AND ASSESSMENTS $477.94 PAY ONE AMOUNT See reverse side for important information

Face: 537.42 Rate: 2.75%	Cert #5097 Bidder #86478	If Received By Please Pay	Apr 29, 2016 $572.00	May 31, 2016 $573.23	Jun 30, 2016 $574.46

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-3826-000		SEE ABOVE	06	122S31-3404-000-000

2013 Delinquent Individual Tax Certificate
PRIOR YEAR TAXES DUE

LAMOTHE KATIA
10420 SW 142ND AVE
MIAMI, FL 33186

1300 BLK BLUE ANGEL PK
BEG AT SW COR OF BLK 7 VAN KIRKS S/D OF
S1/2 OF LT 3 ON RR AND PALAFOX ST N 730
See Additional Legal on Tax Roll

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

Face: 537.42 Rate: 2.75%	Cert #5097 Bidder #86478	If Received By Please Pay	Apr 29, 2016 $572.00	May 31, 2016 $573.23	Jun 30, 2016 $574.46

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

Janet Holley, CFC
Escambia County Tax Collector
PO Box 1312 Pensacola, FL 32591-1312
ectc@EscambiaTaxCollector.com
www.EscambiaTaxCollector.com
850-438-6500, Ext. 3252

Transaction # 1336637	
Cashier:	ARM
Paid By: JOSEPH DHAITI	
Posted Date:	07/06/2016 11:54AM
Received Via:	In Person
Num. Items:	2
Total Tendered:	$1,367.18
Receipt #:	130-16-00121493
Location:	Downtown
Batch:	308971
Drawer:	130
Status:	Complete

Receipt

Item	Details	Effective Date	Due	Paid
Real Estate	Acc# 09-3826-000 Bill Yr: 2012 Regular Due: 03/31/2013	07/06/2016	$791.49	$791.49
Real Estate	Acc# 09-3826-000 Bill Yr: 2013 Regular Due: 03/31/2014	07/06/2016	$575.69	$575.69
	Total:		$1,367.18	$1,367.18

Payment	Details	Paid
Cash	Cash	$1,400.28
Cash	Cash Change	$-33.10
	Balance:	$0.00

"Where service is a matter of pride."

NATURAL RESOURCES CONSERVATION DIVISION
151 HIGHWAY 97–MOLINO, FL 32577
(850) 587-5404
(850) 587-2765 fax

DATE: August 5, 2013

SUBJECT: Site Specific Survey
Applicant's Name: Joseph Lamothe
Applicant's Address: 10420 SW 142 Ave Miami FL 33186
Site Address: 1300 Blue Angel Parkway Pensacola FL 32506
Property Reference Number: 12-2S-31-3404-000-000

Acres: 2.04 +/- in Escambia County

TO: Escambia County Development Services

A field inspection was made on this property and determined there are no jurisdictional wetlands according to Florida's procedure for determining jurisdictional wetlands in Northwest Florida.

This determination prepared for the Escambia County Neighborhood and Environmental Services Department does not bind DEP or its employees. Persons obtaining this determination are not entitled to rely upon if for purposes of compliance with DEP rules. A formal jurisdictional determination may be obtained by petitioning the DEP for a jurisdictional declaratory statement pursuant to F.A.C. Rule 62-312-040.

This property may include wetlands using U.S. Army Corps of Engineers method of determining jurisdictional wetlands, but no formal determination was made using the method.

This determination does not relieve you from the responsibility of obtaining a federal permit from U.S. Army Corps of Engineers, if applicable, and any permits that may be required from the Northwest Florida Water Management District.

Debbie Williams
Environmental Technician

NATURAL RESOURCES CONSERVATION DIVISION
151 HIGHWAY 97–MOLINO, FL 32577
(850) 587-5404
(850) 587-2765 fax

DATE: August 5, 2013

SUBJECT: Threatened and Endangered Species
Applicants Name: Joseph Lamothe
Applicants Address10420 SW 142 Ave Miami FL 33186
Site Address: 1300 Blue Angel Parkway Pensacola FL 32506
Property Reference Number: 12-2S-31-3404-000-000

Acres: 2.04 +/- in Escambia County

TO: Escambia County Development Services

According to the Soil Survey of Escambia County and cross-referenced with the 26 Ecological Communities of Florida, the threatened and endangered species (T&E) from the Federal and State list that may occur on this property are listed on the attachment(s).

Evidence of the following threatened and endangered species was observed:

No evidence was observed during the site check

The following threatened and endangered species were sighted:

None were sighted during the site check

Although during this inspection there were no T&E species observed or sighted, only prolonged trapping or surveillance can determine actual presence of a T&E species.

Debbie Williams

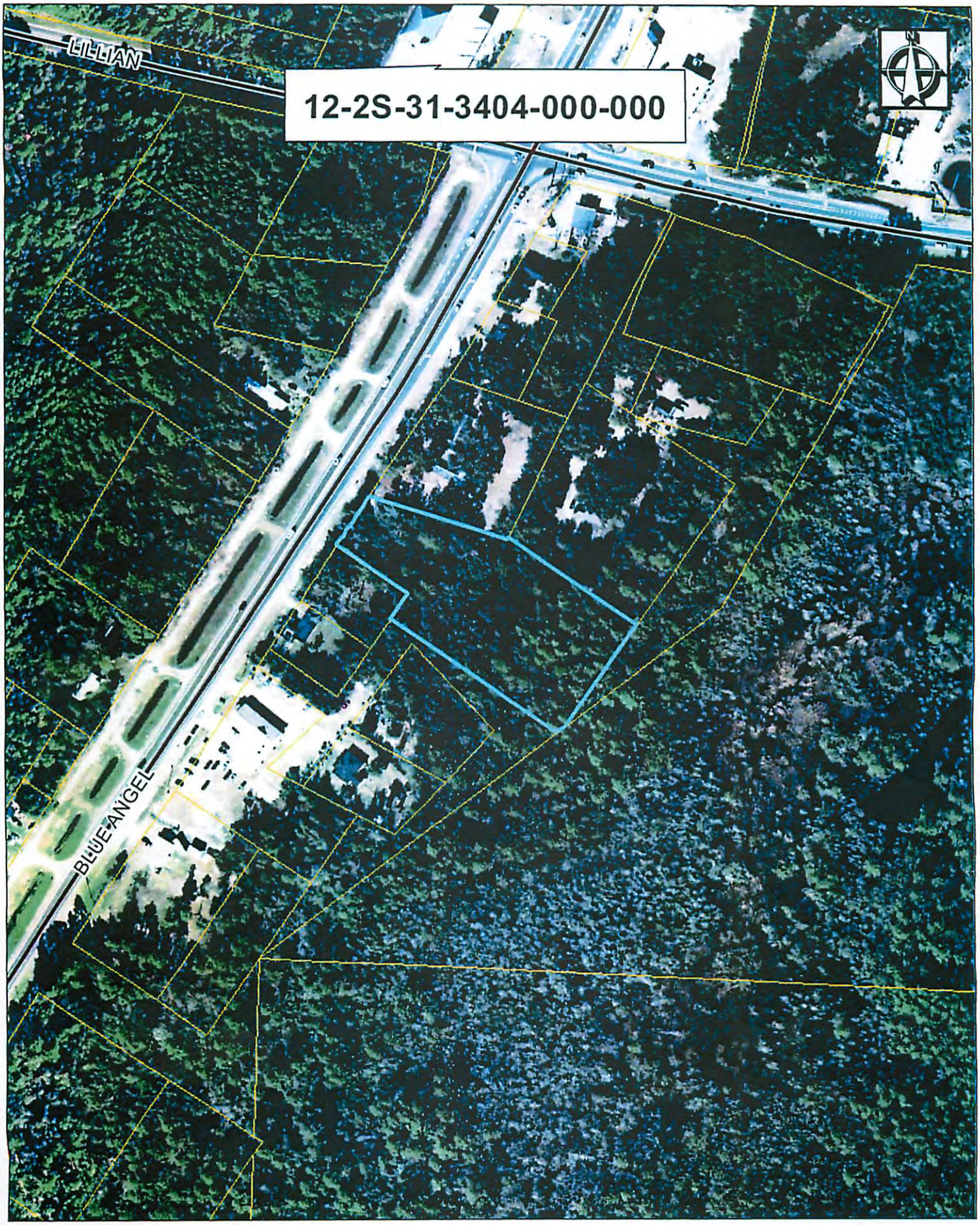
Debbie Williams
Environmental Technician

ECOLOGICAL COMMUNITY 5
MIXED HARDWOOD AND PINE
ESCAMBIA COUNTY, FLORIDA
Federal (USFWS) and State Listed Species

2002 Soil Survey Soils
#11 – Hurricane, #24 – Poarch, #25 – Poarch, #26 – Poarch, #27 - Escambia
#29 – Perdido, #30 – Perdido, #31 – Perdido, #35 – Lucy
#36 – Lucy, #40 – Eunola, #41 – Malbis, #42 – Malbis, #43 – Albany
#45 – Troup & Perdido, #47 – Hurricane & Albany, #48 – Plham-Yemassee
#52 – Robertsdale, #54 – Troup-Poarch, #55 – Troup-Poarch, #56 – Troup-Poarch
#57 – Cowarts-Troup, #58 – Eunola, #59 – Notcher, #60 – Notcher
#61 – Notcher, #62 – Bama, #63 – Bama, #64 – Red Bay, #65 – Red Bay
#66 – Red Bay, #67 – Nothcer-Maubila, #68 – Notcher-Maubila, #69 – Nothcer – Maubila
#70 – Izagora, #72 Yemassee, #74 Lucy, #78 - Emory

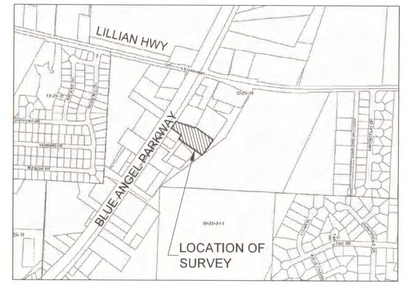
	Status	
	Federal	State
Birds		
Bald Eagle (Haliaeetus leucocephalus)	E	E
Artic Peregrine Falcon (FAlco peregrinus tundris)		E
Red-Cockaded Woodpercker (Picoides borealis)	E	T
Southeastern Kestrel (Falco sparverius paulus)		T
Mammals		
Florida Black Bear (Ursus americanus floridanus)		T
Plants		
Orange Azalea (Rhododendron austrinum)		E
Silky Camellia (Stewartia malacodendron)		E
Sweet Shrub (Calycanthus floridus)		E
Trailing Arbutus (Epigaea repens)		E
Reptiles		
Eastern Indigo Snake (Drymarchon corais couperi)	T	T

NOTE
T = Threatened
E = Endangered

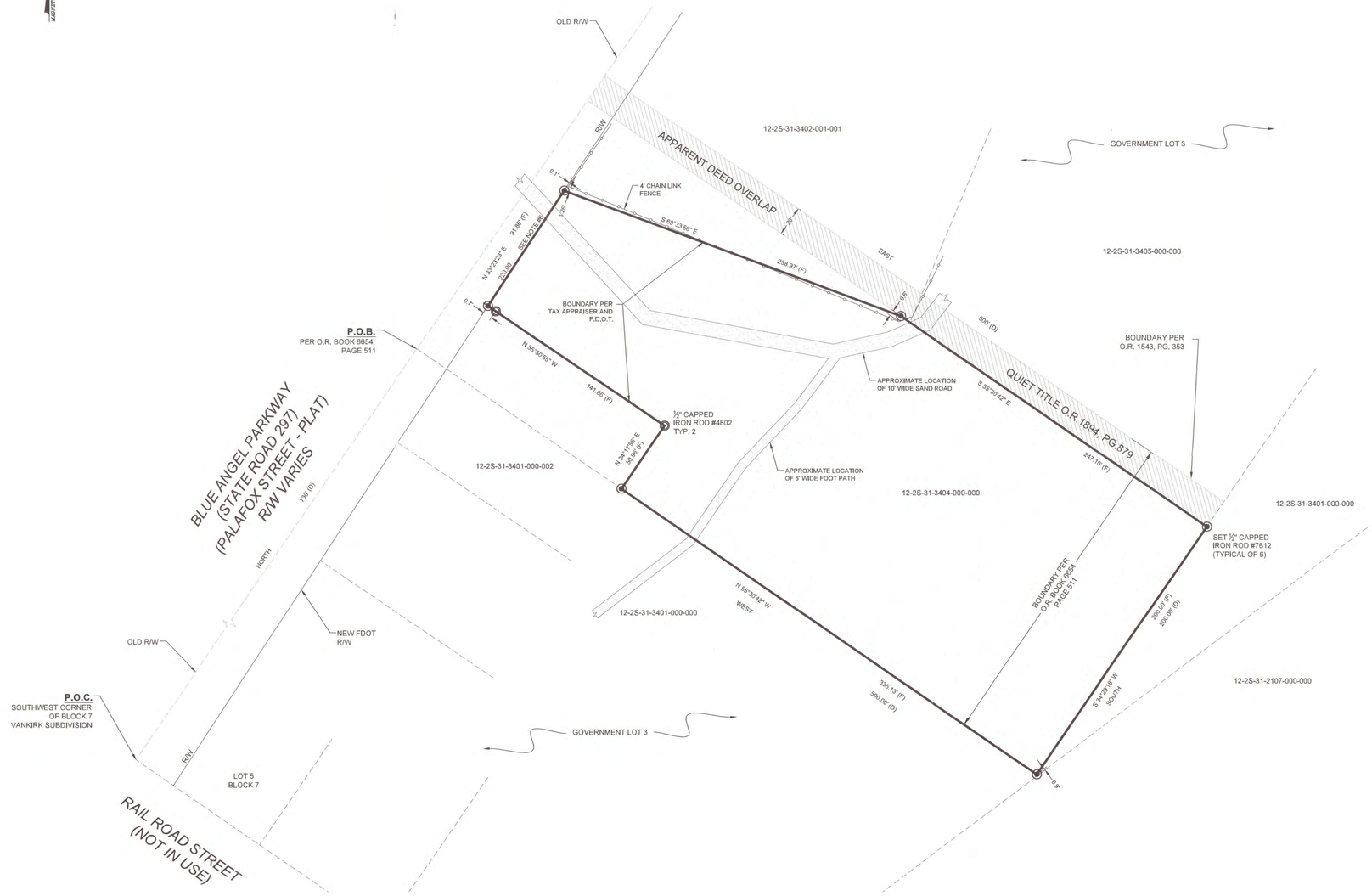


0 70 140 280 420 560 Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.



VICINITY MAP
N.T.S.



GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGAL DESCRIPTION: (O.R. BOOK 6654, PAGE 511)

BEGIN AT THE SOUTHWEST CORNER OF BLOCK 7, VAN KIRKS SUBDIVISION OF THE SOUTH ½ OF GOVERNMENT LOT 3 ON RAILROAD AND PALAFOX STREET;
NORTH 730 FEET FOR THE POINT OF BEGINNING; CONTINUE NORTH 220 FEET; EAST 500 FEET; SOUTH 200 FEET; WEST 500 FEET TO THE POINT OF BEGINNING.
LESS O.R. BOOK 1569, PAGE 520, STATE ROAD 297 RIGHT-OF-WAY, O.R BOOK 1543, PAGE 353.

LEGEND:

(F) - FIELD
(D) - DEED
PG - PAGE
R/W - RIGHT-OF-WAY

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 6-6-11.

2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OR OWNERSHIP TITLE EVIDENCE.

3. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE WEST PROPERTY LINE (BLUE ANGEL PARKWAY EASTERLY RIGHT-OF-WAY) WHICH BEARS N 32°23'23" E.

4. SURVEY INFORMATION SHOWN HEREON IS BASED ON THE DEEDS OF RECORD IN O.R. BOOK 6654 AT PAGE 511; O.R. BOOK 1894 AT PAGE 879; O.R. BOOK 6347 AT PAGE 1224; O.R BOOK 6284 AT PAGE 1694; F.D.O.T. RIGHT-OF-WAY MAP SECTION 48190-2504 - SHEET 8 OF 19, DATED 3-31-77; F.D.O.T. RIGHT-OF-WAY MAP F.P. #446591 - SHEETS 1-3; SURVEY OF J.W. COOK DEPICTING HARLEY AND HOPKINS PARCELS - PORTIONS OF BLOCK 4 OF THE CITY OF MILLVIEW; THE PLAT OF McCORD AND VANKIRK ADDITION TO THE TOWN OF MILLVIEW, DATED NOVEMBER 27, 1874; ESCAMBIA COUNTY PROPERTY APPRAISER MAPS OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST DATED OCTOBER 1942, DECEMBER 1954, NOVEMBER 2001 AND CURRENT INFORMATION.

5. SAND ROAD PROVIDES ACCESS TO ADJOINING HOMES.

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

6/22/11
NOT VALID WITHOUT RAISED SEAL

NO	DESCRIPTION REVISIONS	BY	CKD	DATE

TITLE: BOUNDARY SURVEY

1300 BLUE ANGEL PARKWAY
FOR
DREAM HOUSE INNOVATION
PENSACOLA, FLORIDA

DWN. BY	RW/LC	CKD. BY	RLW	JOB NO.	110509
SCALE	1"=40'	DATE	6-8-11	DWG. NO.	1 OF 1

360° SURVEYING SERVICES
PROFESSIONAL LAND SURVEYORS
~1801 CREIGHTON ROAD ~
PENSACOLA, FLORIDA 32504
850-857-4400

360° Surveying Services

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Development Services Manager**
Development Services Department

FROM: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **March 20, 2017**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2017-02**

TTO Staff has reviewed the Rezoning Case (Z)-2017-02, 1300 Block of SR173 (Blue Angel Parkway), agenda item for the upcoming Planning Board meeting scheduled for April 6, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in the County's Capital Improvement Program or the State of Florida's Florida Department of Transportation (FDOT) 5-Year Work Program along Blue Angel Parkway within the vicinity of the subject parcel. However, per the Florida-Alabama Transportation Planning Organization (TPO) Congestion Management Process Plan, Blue Angel Parkway is currently exceeding its allowable capacity for traffic volumes between the segment of SR292 (Sorrento Road) and SR298 (Lillian Highway). The maximum level-of-service (LOS) for the roadway segment is LOS D (17,700 trips/day), and currently the roadway segment is functioning at a LOS F (18,100 trips/day) and is expected to exceed 22,000 trips/day by Year 2024.

The TPO 2040 Long Range Transportation Plan (LRTP) does include in the Needs Plan and Cost Feasible Plan identify the need for a 4 laning capacity project from US98 to Saufley Field Road, but the only expected phase to be completed detailed in the LRTP is the professional engineering phase between the Years 2026-2030.

Note: TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/4/17

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2017-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Joseph Dhauti / ~~Sherriann Als Dhauti~~

*Address: 10420 SW 142nd AVE *City, State, Zip: Miami FL, 33186

Email Address: Dhautij@aol.com Phone: (305) 302-4002

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 04/4/17

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

Rezoning Case #: Z-2017-02 **Agenda Item Number/Description:** _____

_____ In Favor _____ Against

*Name: Sherriann Dritti

*Address: _____ *City, State, Zip: _____

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

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Z-2017-03

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2017-03

Applicant: Wiley C. "Buddy" Page, Agent for Ali Ramzan, Owner
Address: 101 Beverly Parkway
Property Size : 0.172 (+/-) acres

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)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of April 2017, commencing at approximately 10:05 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:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
ERIC FEARS, District 4
REID RUSHING, Vice Chair
WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

BARBARA "BOBBIE" ELLIS-WIGGINS, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: I'm going to hereby call the meeting for April 4th back into session. And we will now move on to our next case, which is Case Z-2017-03. Buddy Page is acting for the agent for Ali Ramzan, owner, 101 Beverly Parkway, .172 acres, from HDMU, high-density mixed-use to HC/LI-NA, which is the heavy commercial and light industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses, 25 dwelling units per acre.

Members of the board, we're going to ask if there's been any ex parte communication on this case between you, the applicants, agents, witnesses, fellow Planning Board members, or anyone from the public? Also, have you visited the subject property, and disclose if you are related or a business associate of any of the parties.

And we'll start down here.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: No to all.

MR. FEARS: I have visited the property. I pass it on my way to work. My employer is within the mailing radius, but we would experience no benefits or anything from the outcome of this case.

THE CHAIRMAN: Okay. Thank you.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Thank you.

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

MS. MEADOR: Yes, sir.

THE CHAIRMAN: And was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Mr. Page, if there's no objections, we'll do the maps and photography.

And who will be presenting? Allyson?

MS. CAIN: Good morning. Allyson Cain, urban planner.

THE CHAIRMAN:

MS. CAIN: This is the Case Z-2017-03 at

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101 Beverly Parkway.
On the screen, it shows the location map on Beverly Parkway.
This is the 500-foot zoning map, showing the current zoning of HDMU, with the surrounding zoning of commercial.
This is the future land use map showing mixed-use urban.
This is the existing land use showing the parcel on the corner of Beverly and Hansen Boulevard and the surrounding existing land uses. This is the aerial photograph.
It's in the Palafox Redevelopment Area. This shows the large area of Palafox overlay this is in.
And this is our 2500-foot mailing radius map. This is our public notice sign posted on the subject property. And this is a picture of the subject property on Beverly Parkway.
This is looking west along Beverly Parkway from the subject property. This is looking across Beverly Parkway from the subject property. That's the funeral home.
This is looking east from the subject property toward Palafox on Highway 29. Looking

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north from the subject property at the corner of Hensen Boulevard and Beverly Parkway.
This is another view looking north along Hansen Boulevard. It's actually from the entrance of the Walgreen's across Hansen Boulevard.
And this is just another shot looking on the subject property showing the subject property with the current building and the accessory building. This is another view of the subject property from Hansen Boulevard.
And that's the photographs and maps.
THE CHAIRMAN: Okay. Thank you.
Mr. Page, if you will come forward now. Sir, you've been previously sworn in on a previous case. You still are under oath. If you would, please, state your name and address for the record.

- - -

...WILEY C. "BUDDY" PAGE, previously duly sworn, was examined and testified as follows:

- - -

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane; Pace, Florida.
THE CHAIRMAN: Thank you, sir.

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On this case, have you received a copy of the rezoning hearing package and the findings of facts?
MR. PAGE: I have.
THE CHAIRMAN: All right. And on this case, do you understand you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comp Plan; furthers the goals, objectives and policies of that Comprehensive Plan; and is not in conflict with any portion of the Land Development Code?
MR. PAGE: I do.
THE CHAIRMAN: Thank you, sir. Please proceed.
MR. PAGE: Mr. Chairman, the information that we have provided for each of the categories in terms of the approval conditions A through E, they stand as submitted.
We have nothing to offer other than what we have previously offered that's before us this morning.
THE CHAIRMAN: Okay. We do have a speaker on the case as well, so we'll give you an opportunity at the end to come back and rebut

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any questions.
Who will be presenting for staff?
MS. CAIN: I will.
THE CHAIRMAN: Okay. All right. Are you ready?
MS. CAIN: Okay. Case Z-2017-03. As far as the first criteria for compatibility with the Comprehensive Plan, it is consistent with the mixed-use urban, which does allow for a mix of residential and nonresidential uses, such as retail sales, professional offices, and also some other . . .
Criterion B, consistency with the Land Development Code. The project is in a Palafox Redevelopment Area, and which requires several nonresidential site building requirements.
Criteria to be met in regards to building materials, facade, lighting, landscaping, et cetera. Staff actually requested comments from the Community Redevelopment Agency, but at this time that department has not provided us any comments.
The requested HC/LI-NA -- and the NA stands for nonalcoholic -- is not consistent, due to the known designation would allow a broad

range of commercial and industrial uses.

Although the request, NA, nonalcoholic, it does prohibit the establishment of microbreweries, microdistilleries, bars, nightclubs and adult entertainment, the HC/LI would introduce a very large, more intense industrial use in the area.

Criterion C, surrounding uses. We found that it was not compatible with the surrounding uses. The parcels along Beverly Parkway are currently designated commercial, such as insurance agencies, hair salons, small retail sales and services. The parcels to the south along Caroline Way are currently residential homes existing.

If the request is granted, this will allow light manufacturing, large-scale wholesale, as well as other more intense uses than are currently existing in the area. It is recommended that a more appropriate zoning of commercial zoning be considered in order to create a smooth transition from the HDMU.

Commercial would allow a more compatible use with the current activities that are in the area, and noting that certain types of uses

would require conditional use, such as user end sales.

Criteria D, changed conditions. There are no changed conditions that were found that would impact the area.

Development patterns, criteria E. The request would not result in an orderly development pattern because the majority of the uses that are existing along Beverly Parkway are a complementary mix of residential and neighborhood retail sales and services, and the HC/LI-NA would be more intense than a commercial zoning, if that was desired.

And Criteria F, natural environment. There were no wetlands or hydric soils on the subject property.

So basically we feel that the requested HC/LI-NA would be not compatible, more intense, and a more . . . more fit would be a commercial zoning because it would be a smoother transition from the current HCMU zoning.

THE CHAIRMAN: Okay. And can the staff support a commercial rezoning with the findings of facts, if it comes to be an alternative here?

MS. CAIN: Yes, sir. With the

commercial -- that the uses for commercial and HCLI are similar in some nature, but there are -- as you know, there are commercial entities zoning across Beverly Parkway, and cater-cornered on Hansen.

Like I said, if the HC/LI is introduced, they can do, you know, light industrial manufacturing, and there is not that kind of use in the area currently, and so it would -- it would introduce more intense development.

THE CHAIRMAN: Okay. All right.

Mr. Page, before we move on to public comments, did you want to talk about any of these items now or just . . . Okay. All right.

We do have a speaker signed up to speak. Members of the public who wish to speak on this, please note that Planning Board does not consider general statements of support or opposition.

Accordingly, please limit your testimony to the approved conditions and exceptions described in Section 2-7.2.

Please also note that only those individuals who are present today can give testimony on the record and will be allowed to

speak at the subsequent hearing before the Board of County Commissioners.

I have one speaker signed up, former commissioner Mike Whitehead.

Welcome. And thank you for the service to the county in the past. We'll have you sworn in, sir.

- - -

...MIKE WHITEHEAD, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Thank you, sir. Your name and address for the record, please.

MR. WHITEHEAD: Mike Whitehead, 3200 Marcus Point Boulevard, Pensacola 32505.

THE CHAIRMAN: Thank you, sir.

MR. WHITEHEAD: I'm the owner of the property next door. And I support the staff's recommendations on the original finding.

We don't agree that this would provide for orderly development. I believe under criterion B, the Land Development Code, it's a clear case of spot zoning. There is nothing similar to that in the area.

It backs up to residential properties.

It's surrounded by residential properties. And it's actually only 250 feet from Brentwood Park, which I did not notice in the recommendations.

Under criterion C, it's not compatible with the surrounding uses. We are primarily what you would call very light commercial, 9:00 to 5:00 types of operations. I have a uniform shop next door. We have some insurance services. Everybody's closed at 5:00; it's gone.

We don't need a more intense use on what is only .17 acres, I might add. It's an incredibly small piece of property.

Under T, there certainly has not been any changes in the development pattern in that area. It's not orderly development. This would really be a wart on that area.

We have attempted to keep it. We're in the Oka Lake District. We try to work with signage, and all of these kinds of things. And for all of these reasons, I would not support the revision to commercial.

HDMU, as it's currently zoned, allows them to -- you know, if they want to put in a little bakery or a -- you name it, another insurance

place, a flower shop, anything that meets what we're trying to do there.

You do have residential backing up directly to these properties, so any changes in the intensity, I think, would be a degradation to the neighborhood, and we don't support it. But we do certainly support the staff's findings, as far as they went on the original recommendation.

THE CHAIRMAN: Okay.

MR. WHITEHEAD: Thank you.

THE CHAIRMAN: Thank you, sir.

Board members, any questions?

(No response.)

THE CHAIRMAN: All right.

Anyone else from members of the public that wish to speak on this case?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comments portion of the meeting.

And Mr. Page, if you will come back up. Obviously, the findings leave three categories that are shown nonconsistent. You heard the staff also say that they offer up a potential

change to commercial, which they could support with findings, so we'll let you go ahead and proceed.

MR. PAGE: Mr. Chairman, the intended use of the property is not something that would survive a commercial and a conditional use effort, so our original application with the original information submitted, this is the information that we conclude with. And that's all we have.

THE CHAIRMAN: You don't wish to make any additional comments on a criterion that the staff findings . . .

MR. PAGE: I do not. I think the findings speak for themselves.

THE CHAIRMAN: Okay. All right.

Board members, are there any questions of the applicant, the agent for the owner, or the staff members?

(No response.)

THE CHAIRMAN: Okay. If there are no questions or discussion, then the Chair will entertain a motion.

MR. JONES: I do have a question.

THE CHAIRMAN: Mr. Jones.

MR. JONES: For the record -- for the record, so -- so we heard from -- from the citizen, so -- Mr. Page.

So basically, you -- you don't want to have no change or no revisions for a lower zoning from HC/LI to commercial? I'm just trying to be clear on what your statement that you just made that you support staff.

MR. PAGE: Mr. Chairman, the application and the owner wish to continue an operation that he has existing down the road from this, and that is used automobile sales.

MR. JONES: Okay.

THE CHAIRMAN: The used automobile sales in terms of a commercial and a conditional use application even further down the road, we don't see that type of activity, even if it went the conditional use route, appearing before the Zoning Board of Adjustments and Appeals. I think it to be very likely that that board would hear the same concerns of adjacent neighbors at that juncture. And for those reasons, I think our original application and our original request with the criteria that we have with it stands.

THE CHAIRMAN: Okay. Thank you.

Thank you, Mr. Jones for following up there. We always try to work together with members of the public, so . . . Okay.

Board members, you've heard all the testimony. Are there any questions? If not, I'll entertain a motion.

MR. FEARS: Make a motion that we deny case Z-2017-03, on the basis of incompatible with three of the six criteria.

THE CHAIRMAN: Thank you, sir.

Do we have a second?

MR. INGWELL: Second.

THE CHAIRMAN: Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

So it will be recommended for denial on case Z-2017-03.

(Hearing concluded at 10:22 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 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. C.**

Meeting Date:	04/04/2017
CASE :	Z-2017-03
APPLICANT:	Wiley C. "Buddy" Page, Agent for Ali Ramzan, Owner
ADDRESS:	101 Beverly Parkway
PROPERTY REF. NO.:	46-1S-30-2001-024-018
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Palafox
BCC MEETING DATE:	05/04/2017

SUBMISSION DATA:
REQUESTED REZONING:

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)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

Comprehensive Plan (CPP) FLU 1.3.1 Future Land Use Categories.
MU-U, Mixed Use Urban is 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.
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-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use allows for a mix of both residential and non-residential uses such a retail and services, professional office and light industrial. As stated in CPP FLU 1.5.1, if development occurs, the property will utilize the existing roadway, utilities and infrastructures and will encourage redevelopment of the underutilized property to maximize development densities and intensities located in the Mixed-Use Urban Future Land use categories.

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

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.
Sec. 3-3.6 Palafox Overlay (Pfox-OL).

(e) Non-residential site and building requirements. The following non-residential site and building requirements apply within the Pfox-OL district

1. **Structure height.** New or redeveloped buildings, or building additions, shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.
2. **Materials and detailing.** New structures, additions and renovations

shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Palafox Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

3. **Setbacks.** New construction shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.
4. **Facades.**
    a. **Front facades.** A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.
    b. **Rear façade.** A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.
5. **Natural features.** Natural features shall be protected and integrated into site design and development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.
6. **Landscaping.** Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan.
7. **Signs.** Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.
8. **Lighting.** Lighting in the overlay district should serve to illuminate facades, entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source

hidden from direct pedestrian and motorist view.

9. **Parking.** Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side would then be permitted.
10. **Buffers and screening of outdoor storage.** All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:
11. **Type.** Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.
    a. **Screening of outdoor storage.** Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

LDC Section 3-2.11 Heavy commercial and light industrial district (HC/LI)

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 i. separated by a 50-foot or wider street right-of-way.
i. Taxi and limousine services.See also conditional uses in this district.

(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.See also conditional uses in this district.

(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.

See also conditional uses in this district

(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.

HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the **HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.**

FINDINGS

The proposed amendment to HC/LI-NA **is not consistent** with the intent and purpose of the Land Development Code. Heavy commercial/light industrial allows for a broad range of intense commercial and industrial uses, but prohibits the establishment of microbreweries, microdistilleries, bars, nightclubs, or adult entertainment uses. See the list of permitted uses above. The parcel does meets the locational criteria as stated in LDC 3-2.11(8)(e)(1), being addressed on Beverly Parkway, an arterial roadway and within one-quarter mile of its intersection with an arterial street. The proposed request to rezone to HC/LI-NA is inappropriate for the area and would consequently introduce large scale, more intense industrial uses. David Forte, Division Manager in the Transportation and Traffic Division has provided review and comments applicable to this specific case, see Attachment A.

The parcel is within the Palafox Redevelopment area and must comply with the requirements as stated in LDC 3-3.5, listed above. CRA department has not provided comments at this time.

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 not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, properties were zoned HDMU, Com and HC/LI. As stated in LDC Section 3-2.11, the primary intent of the HC/LI-NA district is to allow wholesale, retail, light manufacturing, major services and more intense uses while prohibiting breweries, distilleries, wineries, bars, nightclubs, or adult entertainment uses. The parcels fronting Beverly Parkway are currently neighborhood commercial uses, and the parcels to the south, along Carolyn Way, are existing residential. The HC/LI district allows for a mix of industrial uses with a broad range of commercial activities. If the request is granted, it would allow light manufacturing, large-scale wholesale and other more intense uses than are allowed in the current zoning. It is recommended the parcel be

considered for a less intense zoning designation such as Commercial, in order to create a smooth transition from HDMU. Commercial zoning designation would allow activities that are more compatible with the existing mixed-use neighborhood commercial uses. Certain types of uses will require conditional use approval such as used automobile sales.

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

Changed conditions

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

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property.

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 not result** in a logical and orderly development pattern. The majority of uses along Beverly Parkway within the area of the subject property are a complimentary mix of residential and neighborhood retail sales and services. Uses as listed for HC/LI district would be more intense than if the Commercial zoning district was assigned. When applicable, further review during the Site Plan Review process will be necessary to determine the new development complies with all applicable LDC regulations for buffering, parking, access and any other requirements of the code to ensure the activity will not adversely impact the existing neighborhood.

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.

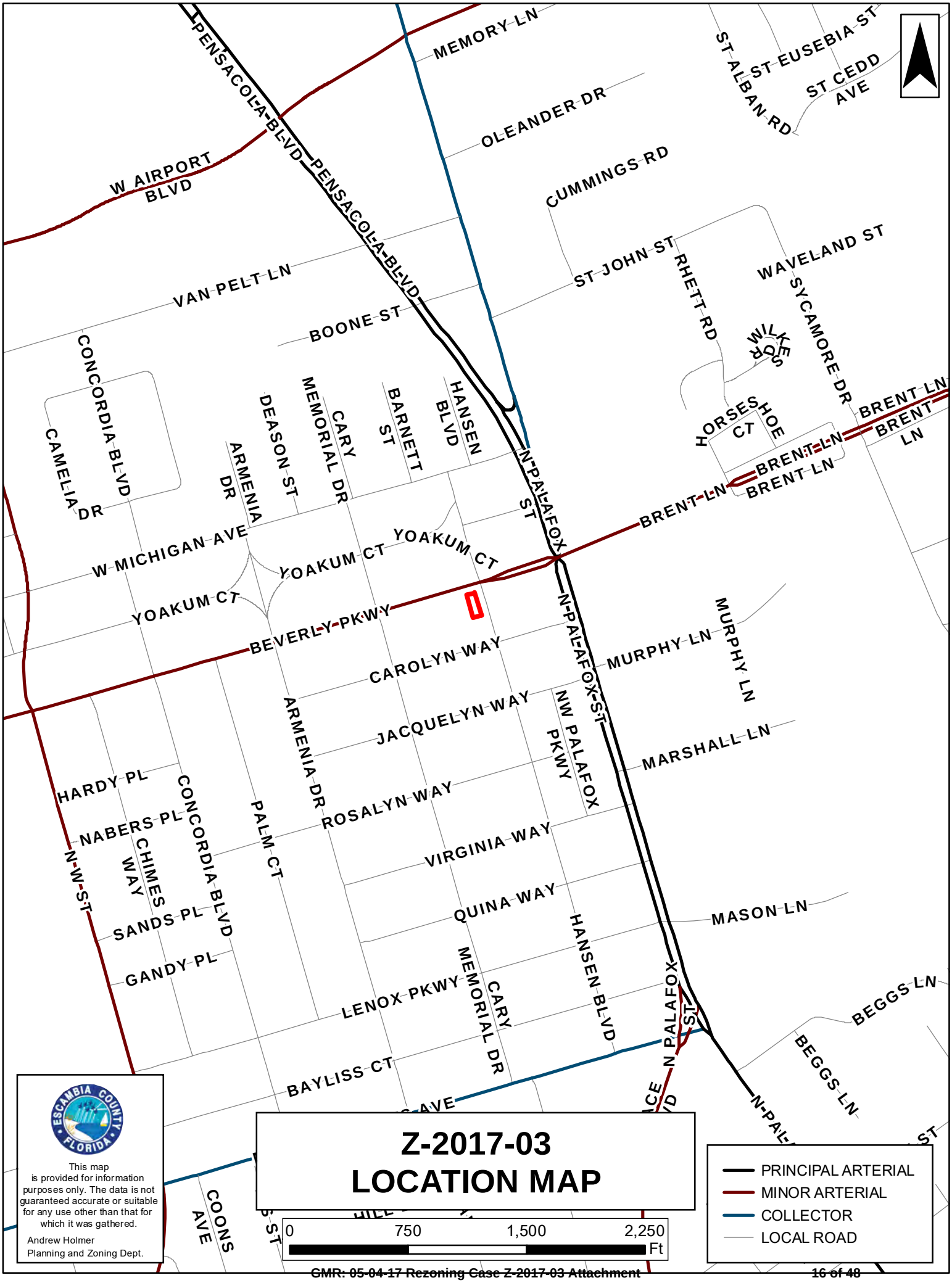
FINDINGS

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-2017-03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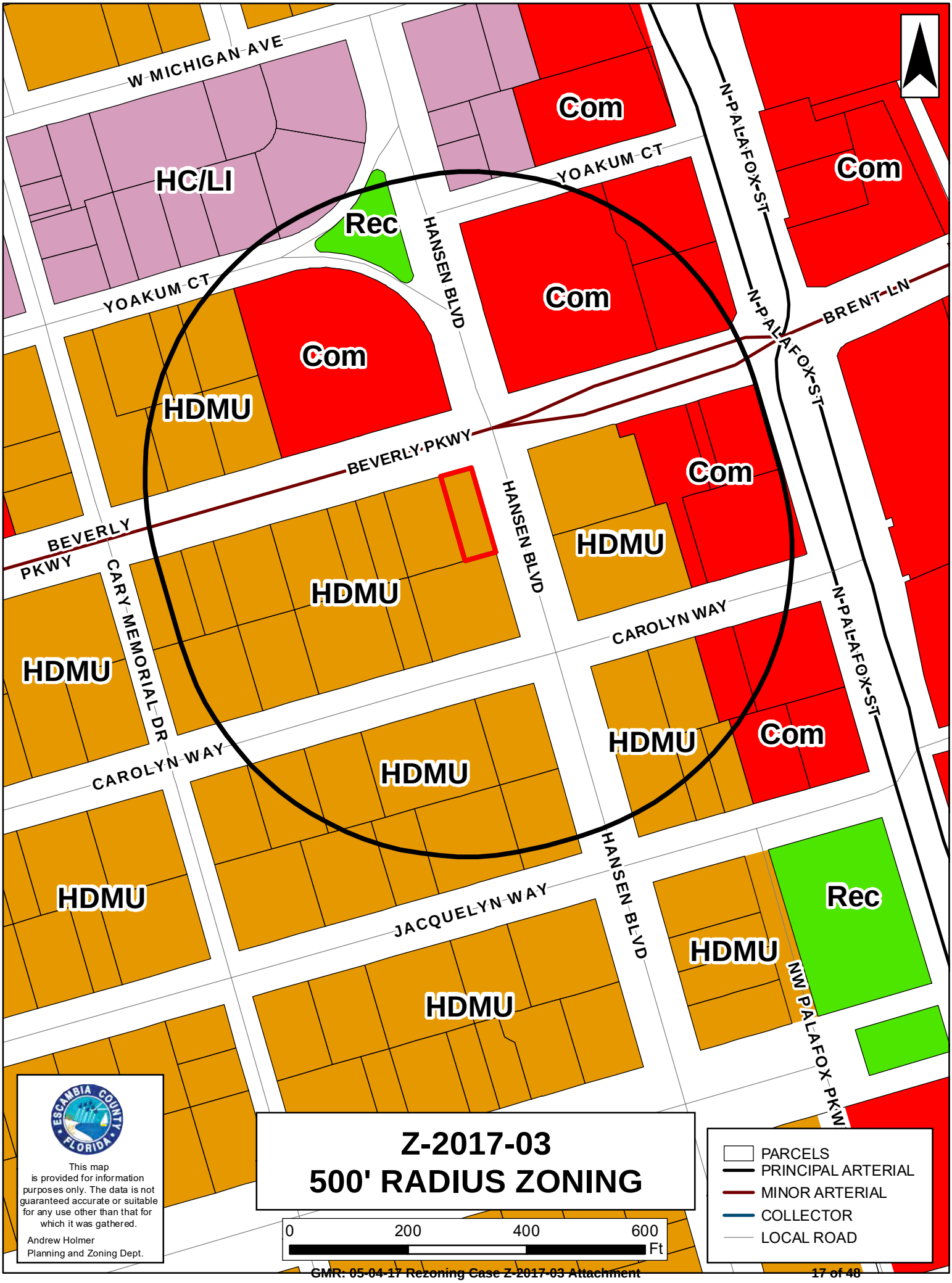
CUMMINGS RD
W AIRPORT BLVD
PENSACOLA BLVD
VAN PELT LN
ST JOHN ST
RHETT RD
WAVELAND ST
SYCAMORE DR
WILKES DR
BOONE ST
CONCORDIA BLVD
CAMELIA DR
ARMENIA DR
DEASON ST
CARY MEMORIAL DR
BARNETT ST
HANSEN BLVD
N PALAFOX ST
HORSESHOE CT
BRENT LN
W MICHIGAN AVE
YOAKUM CT
BEVERLY PKWY
CAROLYN WAY
MURPHY LN
JACQUELYN WAY
NW PALAFOX PKWY
MARSHALL LN
HARDY PL
NABERS PL
CHIMES WAY
ROSALYN WAY
PALM CT
VIRGINIA WAY
N W ST
SANDS PL
QUINA WAY
MASON LN
GANDY PL
LENOX PKWY
BAYLISS CT
BEGGS LN
COONS AVE
0
750
1,500
2,250
Ft
Z-2017-03
LOCATION MAP
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.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HC/LI
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YOAKUM CT
Rec
HANSEN BLVD
N PALAFOX ST
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BRENT LN
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HDMU
BEVERLY PKWY
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Z-2017-03
500' RADIUS ZONING
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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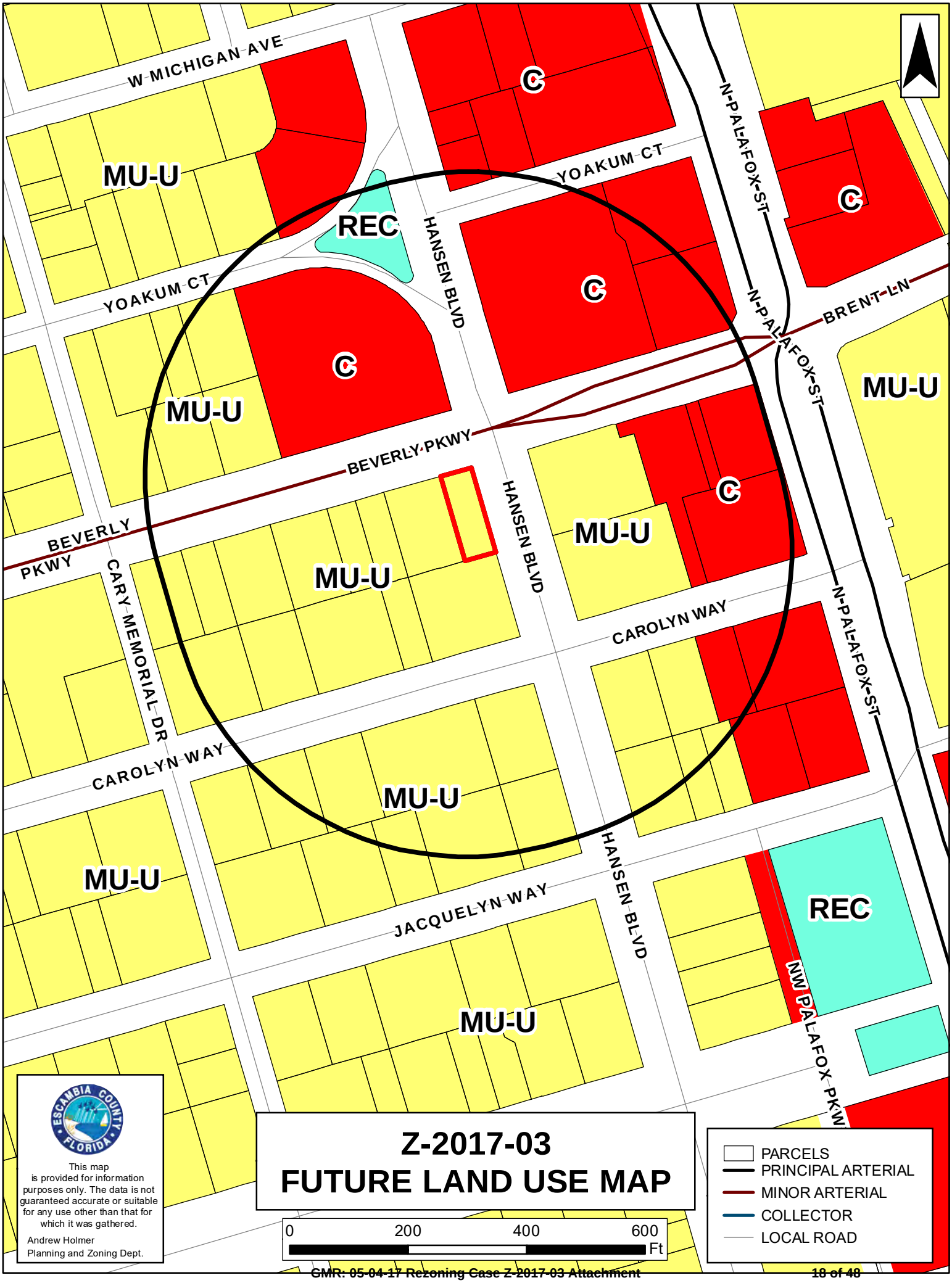
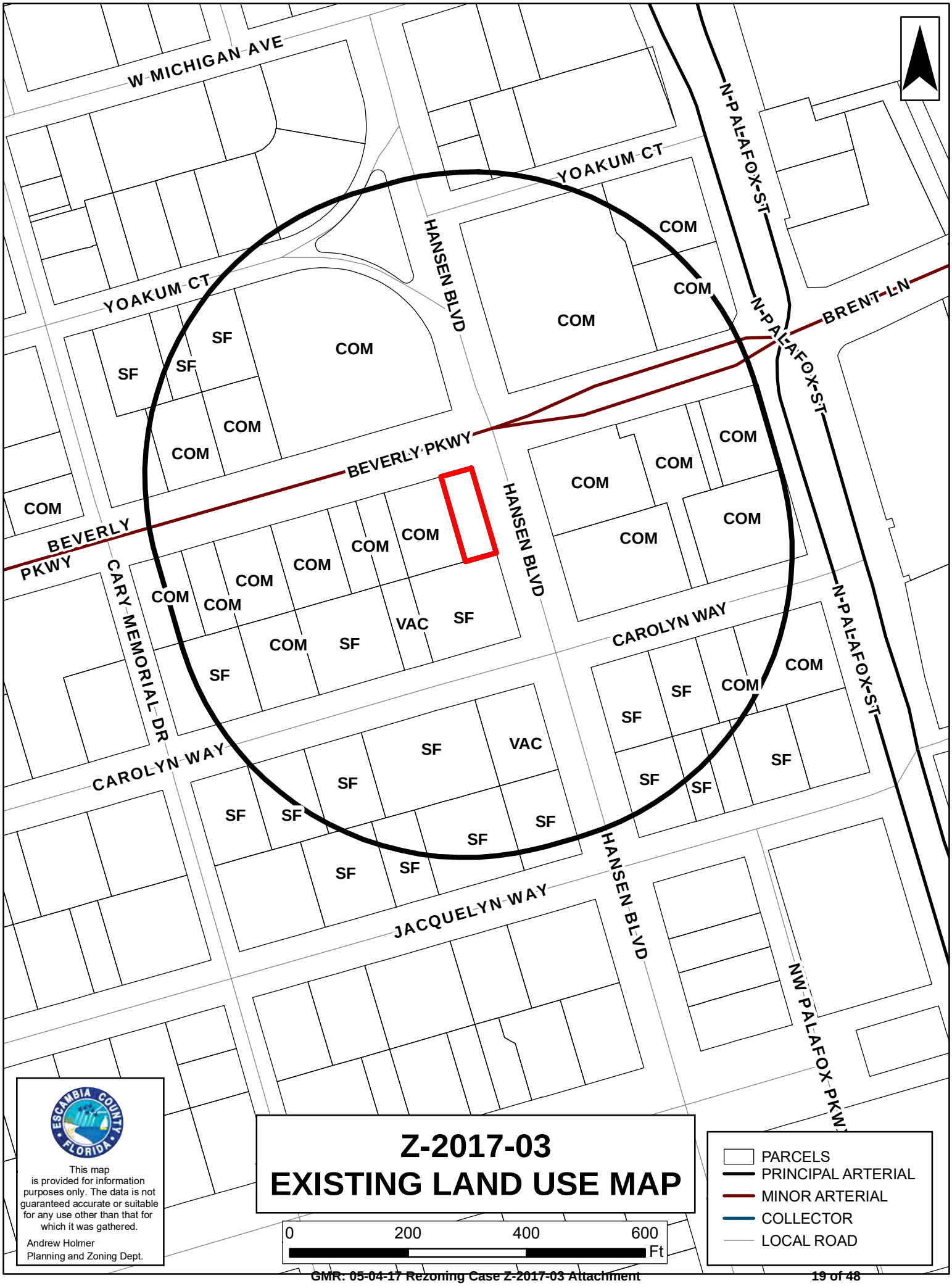


Z-2017-03
FUTURE LAND USE MAP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Z-2017-03
EXISTING LAND USE MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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Andrew Holmer
Planning and Zoning Dept.

Z-2017-03
AERIAL MAP

0 50 100 150 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

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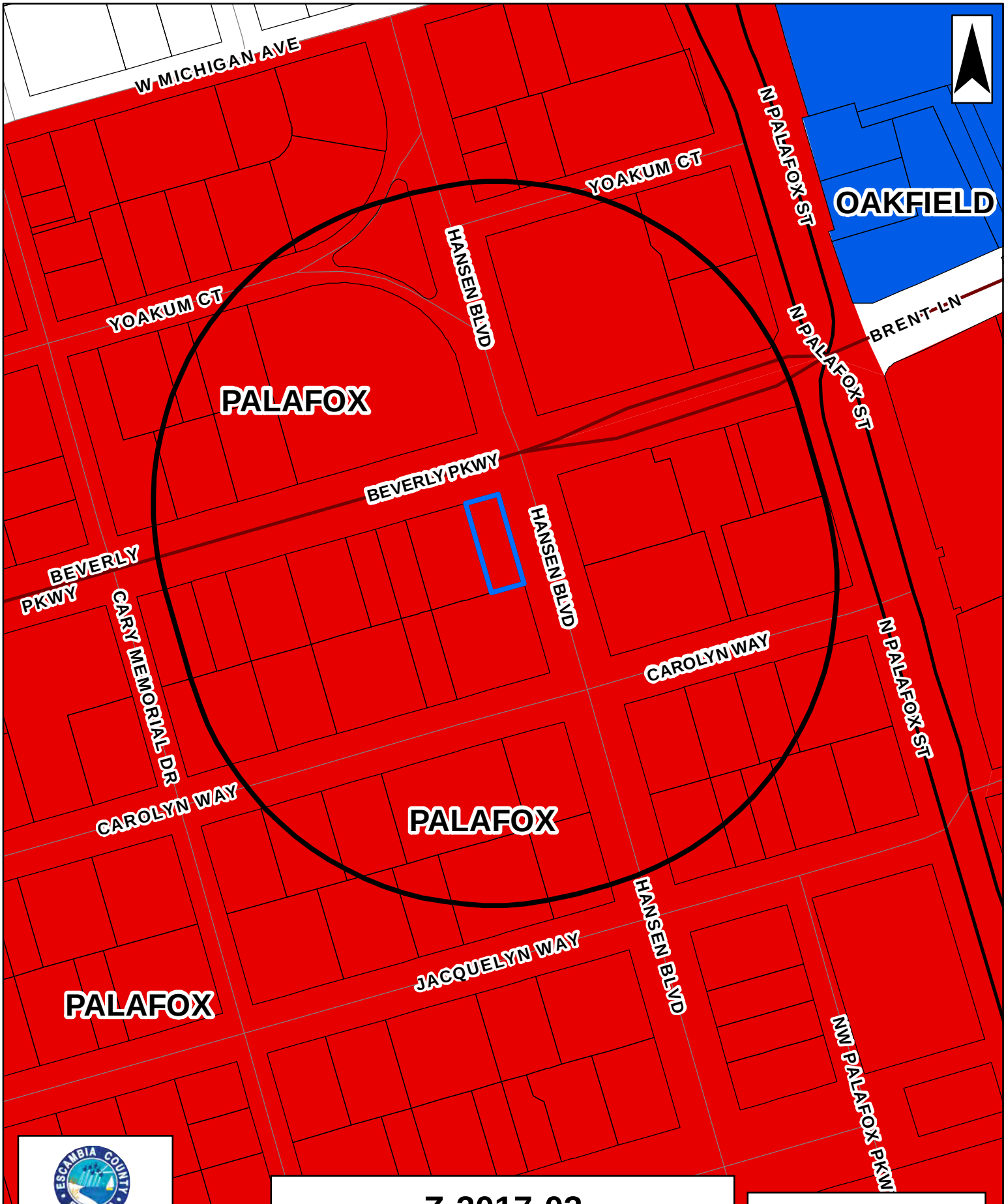
Andrew Holmer
Planning and Zoning Dept.



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Andrew Holmer
Planning and Zoning Dept.

Z-2017-03
CRA MAP

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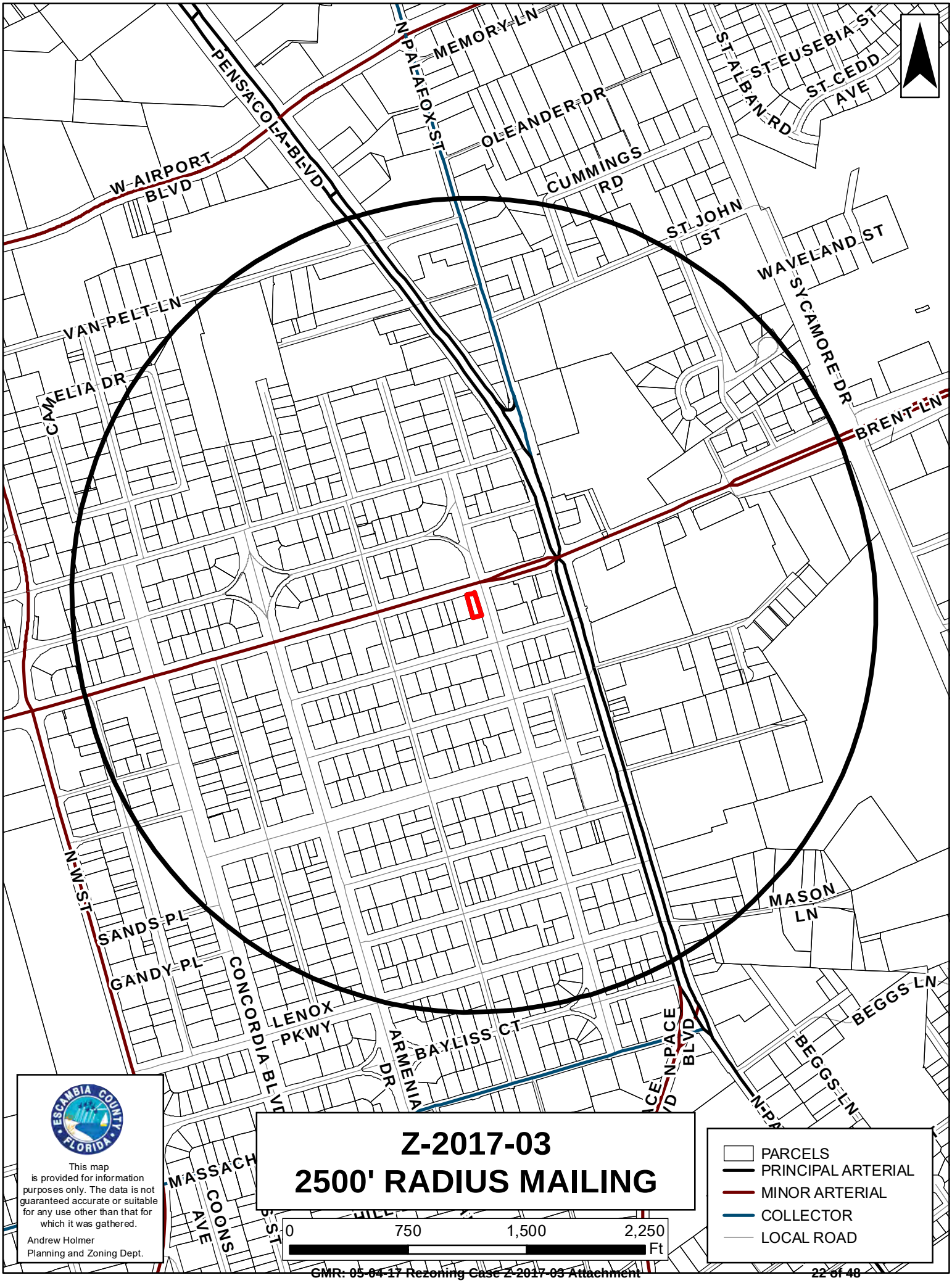
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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LENOX PKWY
BAYLISS CT
ARMENIA DR
N PACE BLVD
MASON LN
BEGGS LN
MASSACH
COONS AVE
Z-2017-03
2500' RADIUS MAILING
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.

Public Notice Sign

Subject property

Looking west along Beverly Pkwy
from subject property

Looking across Beverly Pkwy
from subject property

Looking east from subject property

Looking north from subject property along Hansen Blvd

Another view looking north
along Hansen Blvd

Looking at subject property
across Hansen Blvd

Another view of subject property across Hansen Blvd at Walgreens entrance

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
bud pagel©att.net

February 6. 2017
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

RE: 101 Beverly Parkway Rezoning
Parcel No. 46-1S-30-2001-024-018

Dear Mr. Jones:

The attached application requests consideration to rezone the referenced property from **HD/MU to HD/LI.** This requested zoning category is consistent with the Future Land Use Map classification of Mixed Use Urban suggesting no changes will be required to the FLUM map. The owner is proposing to develop the property and relocate his existing nearby car sales lot to this site.

With regard to **LDC 3-2.11(e) Locational Criteria** requirements, the site is located within a 1/4 mile radius of a major roadway intersection, a college campus and a major drug store, each of which generate traffic trips at over 600 trips per day. As such, the proposed use meets the location criteria as being near an activity that generates more than the minimum required 600 vehicle trips per day.

Please contact me if you have any questions or need anything further.

Sincerely yours,

Wiley C."Buddy" Page

copy: Mr. Ramzan Ali

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

- ☐ Administrative Appeal
- ☐ Development Order Extension
- ☐ Conditional Use Request for: _____
- ☐ Variance Request for: _____
- ☑ Rezoning Request from: HDMU to: HDLI-NA

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

Owner(s) Name: Ali Ramzan Phone: _____

Address: POB 2112 Pensacola, Florida 32513 Email: _____

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

Property Address: 101 Beverly Parkway Pensacola, Florida 32505

Property Reference Number(s)/Legal Description: 46-1S-30-2001-024-018

By my signature, I hereby certify that:

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

Signature of Owner/Agent	Printed Name Owner/Agent	Date
	Ali Ramzan	10-29-15
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 29 day of October 20 15.

by Ali Ramzan.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Fla D.L.

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

WANDA S SANDS
Notary Public - State of Florida
Commission # FF 217780
My Comm. Expires Apr 6, 2019
Bonded through National Notary Assn.

FOR OFFICE USE ONLY CASE NUMBER: Z-2017-03

Meeting Date(s): PB - 4/4/17 Accepted/Verified by: A Cain Date: 2/16/17

Fees Paid: $_____ Receipt #: _____ Permit #: PRZ170200003

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

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2017-03

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 101 Beverly Parkway Pensacola, Florida 32505, Florida, property reference number(s) 46-1S-30-2001-024-018 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the:

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

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

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
	Ali Ramzan	10-29-15

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 29 day of October 20 15, by Ali Ramzan.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Fla D.L.

Wanda S Sands
Signature of Notary

Printed Name of Notary

(Notary Seal)

WANDA S SANDS
Notary Public - State of Florida
Commission # FF 217780
My Comm. Expires Apr 6, 2019
Bonded through National Notary Assn.

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

10/2012

Development Services Department
Escambia County, Florida

FOR OFFICE USE
CASE #: Z-2017-03

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 101. BEVERLY PARKWAY PENSACOLA, Florida, property reference number(s)_____ RAMZAN ALI TRUST I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3 Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: RAMZAN ALI TRUST Email: SUBMOHIAJ@YAHOO.COM
Address: P.O. BOX 212. PENSACOLA FL 32513 Phone: 850-637-8100

Signature of Applicant	Printed Name of Applicant	Date
Signature of Property Owner FOR RAMZAN ALI TRUST.	RAMZAN ALI Printed Name of Property Owner	2.17.2017 Date

STATE OF Florida COUNTY OF ESCambia

The foregoing instrument was acknowledged before me this 17 day of Feb 2017,
by Ramzan.

Personally Known X Or Produced Identification □. Type of Identification Produced:_____

Marie Elliott
(Notary Seal)
Signature of Notary

Printed Name of Notary

MARIE ELLIOTT
Notary Public - State of Florida
My Comm. Expires Mar 29, 2018
Commission # FF 095282

REZONING APPROVAL CONDITIONS

101 Beverly Parkway

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.

RESPONSE- This 0.30 acre site is classified as Mixed Use-Urban MU-U on the adopted Future Land Use Map. This FLU category lists a number of zoning districts there under which are consistent and this list includes HD/MU which is the category requested by this application. This suggests consistency with the Goals, Objectives and Policies of the Comprehensive Plan.

2- Consistent with LDC. The proposed rezoning is consistent with the purposes and intent of the LDC and not in conflict with any of its provisions.

The Land Development Code contains the following:

Sec. 1-1.5 Purpose of LDC. (a) General. The Land Development Code implements the land use goals, objectives and policies of the Escambia County Comprehensive Plan through specific regulations that govern the use and development of land within the county. These regulations are necessary to protect the public health, safety and general welfare, private property rights, the natural environment, and the economic vitality of the county.

RESPONSE - This request is consistent with the stated primary intent in that the end result will result in an expanded opportunity for compatible commercial development in an efficient manner and pattern which is well connected to the area street network. The site has existing higher density nearby and fronts on Brent Lane/Beverly Parkway, a designated arterial roadway.

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.

RESPONSE: As shown on the attached maps, the site is adjacent to Walgreen's Drug Store to the east, a bank and funeral home to the north, retail units to the east and residential to the south. This category and surrounding zoning categories is a mirror to that found just west at the intersection of Beverly Parkway and Armenia Drive. This zoning at the northwest corner of this intersection was requested by Frontier Motors sometime back, and contains commercial and mixed use-urban as adjacent zoning categories. Historically, it has been told that this entire Beverly Parkway frontage commercial zoning was mistakenly applied to many lots on the south side of Michigan Avenue.

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.

RESPONSE: The continuous expansion of the Pensacola Christian College campus is perhaps the closest area of change in the vicinity together with three new automotive dealership buildings currently under construction along Hwy. 29. Moreover, the FDOT traffic counts on Beverly Parkway show some 27,500 trips per day compared to

Hwy 29/ Pensacola Blvd. at 25,500 and 28,000 trips per day. Projections then, show that traffic along Beverly Parkway will continue to increase as a important and growing arterial roadway.

5- Development patterns. The proposed rezoning would contribute to or result in a logical and orderly development pattern.

RESPONSE: If this request is granted, the permitted changes will be logical and orderly and consistent with those existing uses currently observed in the adjacent areas.

6- Effect on natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

RESPONSE: The site is flat & high and dry. No wetlands were observed on the site or surrounding areas.

Recorded in Public Records 12/05/2014 at 10:51 AM OR Book 7268 Page 715, Instrument #2014090462, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $175.00

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
FILE NO 14FL-3519

WARRANTY DEED
TAX ID #46-1S-30-2001-024-018

STATE OF Florida

COUNTY OF Escambia

KNOW ALL MEN BY THESE PRESENTS: That Warren Ingram, Grantor*, Address: 1205 Oak Ridge Trail, Cantonment, FL 32533, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto: Ramzan Ali, Trustee of the Ramzan Ali Trust Dated July 21, 2008, which authorizes Trustee to receive, hold, mortgage, encumber, liquidate, and convey title to the real property described herein below, as amended by amendments to such Land Trust Agreement executed subsequent hereto, if any, Grantee*, Address: P.O. Box 2112, Pensacola, FL 32513, grantee's heirs, executors, administrators and assigns forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION
The above-described property is not the homestead of Grantor herein.

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.
Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural and the plural the singular, and the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on this 4th day of December, 2014.

Warren Ingram

Signed, sealed and delivered
in the presence of:
Witness #1 Sign:
Witness #1 Print Name: Carol D. Eubanks

Witness #2 Sign:
Witness #2 Print Name: Jennifer Gantt

STATE OF Florida

COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of December, 2014, by Warren Ingram, who has provided his driver's license as identification, and who did take an oath.

My Commission expires:

(Notary Seal)

Carol D. Eubanks
Commission No. EE159621
My Commission Expires
MARCH 3, 2016

Notary Public
Serial Number

Carol D. Eubanks
Commission No. EE159621
My Commission Expires
MARCH 3, 2016

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference | Restore Full Page Version

General Information

Reference:	461S302001024018
Account:	042546000
Owners:	ALI RAMZAN TRUSTEE FOR ALI RAMZAN TRUST
Mail:	PO BOX 2112 PENSACOLA, FL 32513
Situs:	101 BEVERLY PKWY 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$42,750	$480	$43,230	$43,230
2015	$42,750	$480	$43,230	$43,230
2014	$42,750	$480	$43,230	$43,230

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/04/2014	7268	715	$25,000	WD	View Instr
09/1988	2604	25	$58,400	WD	View Instr
04/1986	2209	584	$100	WD	View Instr
06/1979	1338	101	$100	WD	View Instr
01/1910	1155	329	$28,000	WD	View Instr

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

2016 Certified Roll Exemptions

Legal Description
LT 24 BLK 18 BRENTWOOD PK S/D PB 1 P 11 OR 7268 P 715 SEC 8/10 T 2S R 30 AND SEC 46/47 T 1S R 30

Extra Features
BLOCK/BRICK GARAGE

Parcel Information

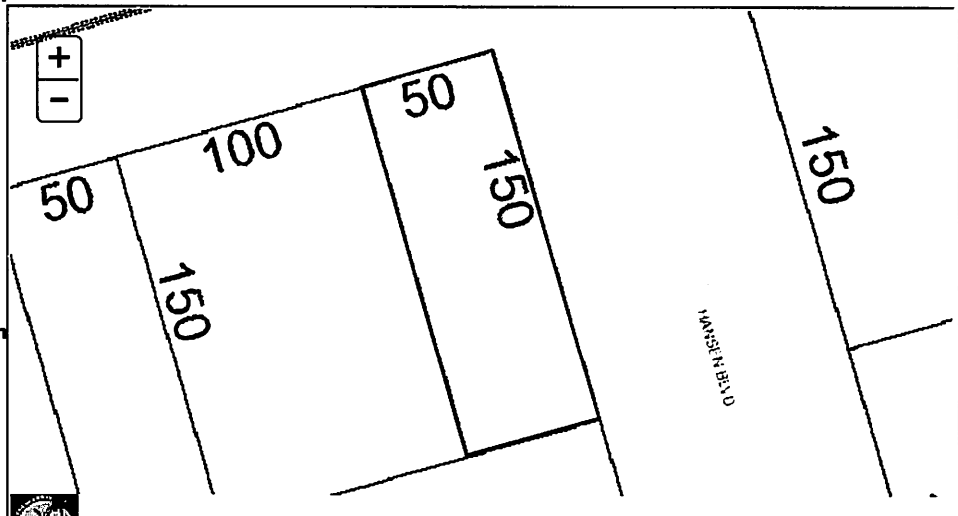
Launch Interactive Map

Section Map Id:
46-1S-30-1

Approx. Acreage:
0.1722

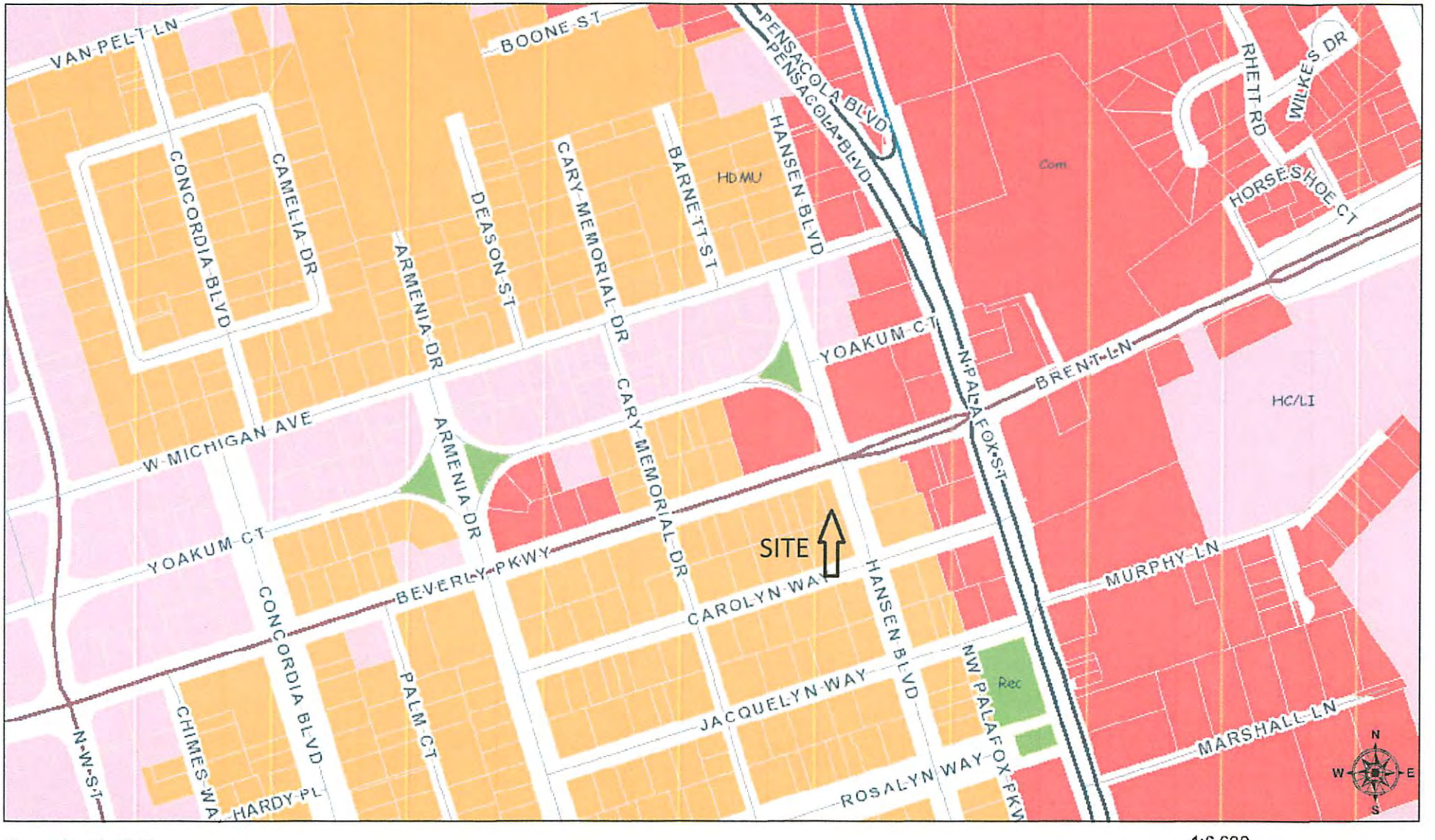
Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

101 Beverly Parkway



December 1, 2016

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

Rivers, Creeks, and Streams

1:6,609

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2016

FDOT Florida Traffic

- Portable Traffic Monitoring Sites
- Telemetered Traffic Monitoring Sites

AADT

- Less than 15000
- 15001 - 36000
- 36001 - 70000
- 70001 - 130000
- More than 130000
- Toll Roads
- Interstates
- Roads
- Rivers
- Lakes
- County Lines
- Cities and Towns
- FDOT Urban Areas
- County Boundaries

This map was printed from the FDOT Florida Traffic Online ArcIMS mapping application - **(http://flto.dot.state.fl.us/website/FloridaTrafficOnline/)**.

For more information regarding FDOT Florida Traffic data, please contact the FTI Support Group of the FDOT/Transportation Statistics Office at 800-399-5503 or TDD/TTY: 850/410-5708.

For more information regarding the Florida Traffic Online site, please contact the GIS Section Manager of the FDOT/Transportation Statistics Office at 850/414-4848 or TDD/TTY: 850/410-5708.

DISCLAIMER: This product has been compiled from the most accurate source data from the Florida Department of Transportation's Transportation Statistics Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The Florida Department of Transportation assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.

Site Information	
Feature	**1**
Road Name	BEVERLY PKWY
Site	485109
Description	SR 296(BEVERLY PKWY) - 425' W OF SR 95 (US29) PALAFOX
Section	48012000
Milepoint	3.489
AADT	**27500**
Site Type	Portable
Class Data	No
K Factor	9
D Factor	55.5
T Factor	2.1
TRAFFIC REPORTS (provided in format)	
Escambia County	**Annual Average Daily Traffic**
	Historical AADT Data
	Synopsis 485109

Print this window. Close this window.

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

46-1S-30-2001-024-018
Property Reference Number

Bobby Page
Name

101 Beverly Pkwy
Address

☐ Owner ☒ Agent

Referral Form Included? **Y / N**

MAPS PREPARED

☑ Zoning
☑ FLU
☐ Aerial
☑ Other: Redev Area
Redevelopment Area*: Palafox

PROPERTY INFORMATION

Current Zoning: HDMU Size of Property: .17 +/-
Future Land Use: MU-U Commissioner District: 3
Overlay/AIPD: NA Subdivision: Brentwood Park
Sanitary Sewer ____ Septic Tank ____

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: Com

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? no

Com Zoning does not allow the Sale of motor vehicles on outdoor storage. Would be advised to go to DRC pre-app conference. Applicant changed request to HC/LI-NA for Sale of motor vehicles. Change to HC/LI in the area may be considered Spot Zoning. Meets location criteria - within ½ mile of arterial/arterial intersection.

☐ Applicant will contact staff for next appointment
☐ Applicant decided against rezoning property
☐ Applicant was referred to another process
☐ BOA ☐ DRC ☐ Other: ____
Process Name

Staff present: A. Cain Date: 12/5/17

Applicant/Agent Name & Signature: Bobby Page 12/5/17

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered eiter as approval or rejection of the proposed development, development plans, and/or outcome of any process.

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Development Services Manager**
Development Services Department

FROM: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **March 20, 2017**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2017-03**

TTO Staff has reviewed the Rezoning Case (Z)-2017-03, 101 SR296 (Beverly Parkway), agenda item for the upcoming Planning Board meeting scheduled for April 6, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in the County's Capital Improvement Program or the State of Florida's Florida Department of Transportation (FDOT) 5-Year Work Program along Beverly Parkway within the vicinity of the subject parcel.

Per the Florida-Alabama Transportation Planning Organization (TPO) Congestion Management Process Plan, Beverly Parkway is currently functioning within its allowable capacity for traffic volumes between the segment of SR10A (Mobile Hwy) and SR95 (Palafox Hwy). The maximum level-of-service (LOS) for the roadway segment is LOS D (39,800 trips/day), and currently the roadway segment is functioning at a LOS C (30,000 trips/day) and is expected to exceed 36,000 trips/day by Year 2024.

The TPO 2040 Long Range Transportation Plan (LRTP) does not currently include a capacity project along Beverly Parkway within the general vicinity of the subject parcel.

Note: TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

JOEL WALTERS LAND SURVEYING

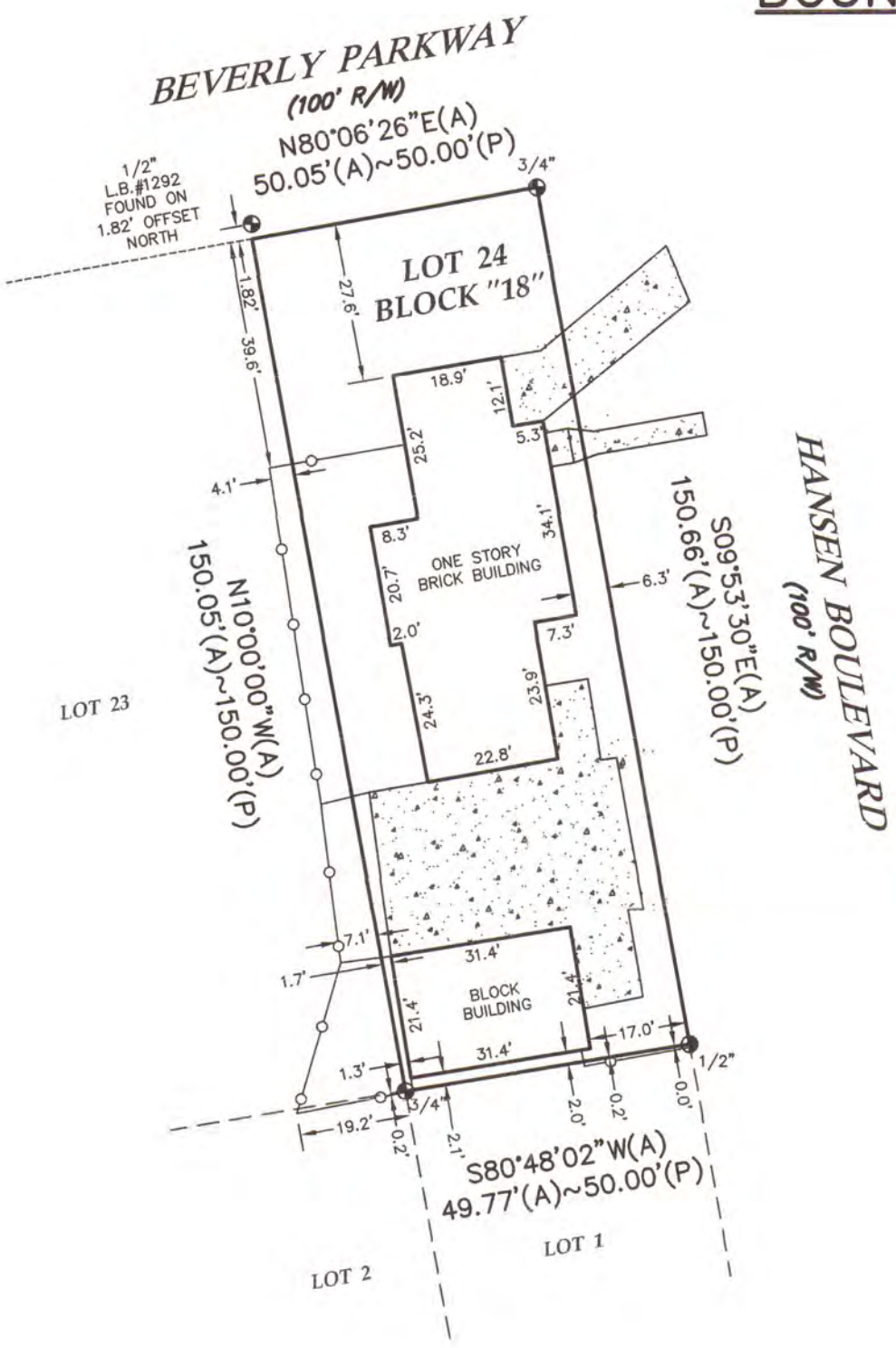
TELEPHONE NO.
(850) 944-7926

9191 RUBY'S FISH CAMP ROAD PENSACOLA, FL 32526

FAX NO.
(850) 944-3012

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY



LAND DESCRIPTION:
Lot 24, Block "18", Brentwood Park, according to the Plat thereof as recorded in Plat Book 1, Page 11 of the public records of Escambia County, Florida..

Source of Information: Recorded Plat. Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm. This drawing reflects only those building setback lines that are noted and/or appear on the recorded plat.

Address: 101 Beverly Parkway

Basis of Bearings: Assumed datum using N10°00'00"W along the West line of Lot 24.

LEGEND:

⊡ – 4"x 4" (P.R.M.) Permanent Reference Monument Found ■ – 4" X 4" Concrete Monument Found ⊕ – Capped Iron Rod Found ◑ – Iron Rod Unnumbered Found ◒ – Iron Pipe Unnumbered Found
⊙ – (P.C.P.) Permanent Control Point Found ▲ – Nail & disk Found ● – 1/2" Diameter Capped Iron Rod LS. #4082 Set ∅ – Utility Pole –}}}– Guy Anchor Wire --E-T-C-- Aerial Electric, Telephone, Cable Lines
—X— Chain Link Fence —XX— Wire Fence —o— Wood Fence —□— Plastic Fence R/W– Right of Way B.S.L.– Building Setback Line CONC. – Concrete ℄ – Centerline ℙ – Property Line P.O.L.– Point on Line
P.O.C. – Point of Commencement P.O.B. – Point of Beginning P.C.– Point of Curvature P.T.– Point of Tangency P.I.– Point of Intersection P.R.C.– Point of Reverse Curvature P.C.C. – Point of Compound Curvature
R – Radius Δ – Delta L – Length of Arc Ch– Chord CB – Chord Bearing T – Tangent (P) – Plat (D) – Description or Deed (A) – Actual (TYP) – Typical L.S.– Licensed Surveyor L.B.– Licensed Business
⊠ – Indicates Covered ✸ – Set Hub & Tack ✥ – Benchmark N.R. – Non-Radial N.T.S.– Not to Scale Ele– Elevation ☼ – Light Pole

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

JOB NO. 16-09-009 FILE NO. B-15795 SCALE: 1"=30'
REQUESTED BY: ALI RAMZAN DWG NAME 1609009
DATE OF SURVEY: 09/13/2016 ENCROACHMENTS: AS SHOWN
FIELD BOOK: 665 PAGE: 3 REVISIONS:

DRAWN BY: JCW

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOEL C. WALTERS, R.L.S. NO. 4082
STATE OF FLORIDA

JOEL C. WALTERS REGISTERED LAND SURVEYOR STATE OF FLORIDA

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

C:\Documents and Settings\Wesley\Desktop\Walters Drawings\1609009\dwg\1609009.dwg, 10/19/2016 1:25:04 AM

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: 4-4-17 2017-03

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2017-03

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 3337 Hamilton Ln *City, State, Zip: Pace FL 32571

Email Address: budpage1@att.net Phone: 2329853

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
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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-4-17

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2017-03

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Mike whitehead

*Address: 3200 Marcus Pointe Blvd *City, State, Zip: Pen 32505

Email Address: mikewhitehead@cox.net Phone: 324 3129

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

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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.
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12105 **Growth Management Report 11. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/04/2017
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 of Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on April 4, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2016-13, Z-2017-02, Z-2017-03 were heard by the Planning Board on April 4, 2017. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2017-_____

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

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

Section 1. Purpose and Intent.

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

Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2017-02**
Address:	1300 Block Blue Angel Parkway
Property Reference No.:	12-2S-31-3404-000-000
Property Size:	2.01 (+/-) acres
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

DRAFT

Case No.:	**Z-2017-03**
Address:	101 Beverly Parkway
Property Reference No.:	46-1S-30-2001-024-018
Property Size:	0.19 (+/-) acres
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

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 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-12118 **Growth Management Report 11. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/04/2017
Issue: 5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Section 4-5.5
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Section 4-5.5

That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing to review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Section 4-5.5, Marine Estuarine and Riverine Shorelines (MERS) to modify the construction requirements for armored shorelines.

BACKGROUND:
The Ordinance was previously consented on April 6, 2017, and advertised on March 17, 2017, for the April 4, 2017, Planning Board (PB) Meeting and the May 4, 2017, BCC Meeting. At the April 4, 2017, PB Meeting, staff was directed to pull the agenda item.

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-12106 **Growth Management Report 11. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/04/2017
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Ch. 4, Art. 2, Floodplain Management Definitions
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 2, Floodplain Management Definitions

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Article 2, Section 4-2.10, Definitions, amending the definition for Coastal High Hazard Area to include specific areas in Perdido Key.

BACKGROUND:

Escambia County adopted minimum floodplain management requirements in order to provide for the health, safety and general welfare of the citizens and to minimize private and public losses due to flooding, as part of the County's acceptance into and participation in the National Flood Insurance Program (NFIP). The National Flood Insurance Program recognizes that while it helps reduce the risks to development from flood related hazards, it does not make development “safe” from flooding. Regulations that go beyond the minimum requirements of the NFIP are encouraged and higher State and local regulations take precedence over the minimum NFIP requirements.

Santa Rosa Island, the other barrier island in Escambia County, adopted V zone construction requirements and has implemented those requirements for the past few years. Barrier islands absorb the energy from the open ocean and thereby reduce the wave fetch and protect mainland development and wetlands from wave attack.

By designating properties on Perdido Key fronting the Gulf under the Coastal High Hazard Areas definition, velocity zone (V zone), construction requirements will apply resulting in enhanced protection for the citizens, businesses, and structures on Perdido Key. Implementation of the V zone standards would provide 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 in improved flood insurance rates, by implementing higher community standards and

contributing to a potential rating increase under the Community Rating System (CRS) ranking.

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: CHHA definition

Date: 3/10/17

Date requested back by: _____

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M. Crawford /ACA

Date Received: 3/10/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

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, TO AMEND CHAPTER 4, ARTICLE 2, SECTION 4-2.10, DEFINITIONS, AMENDING THE DEFINITION OF COASTAL HIGH HAZARD AREAS TO INCLUDE SPECIFIC AREAS OF PERDIDO KEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Escambia County and that such areas may be subject to periodic inundation of water which may result in loss of life and property, create health and safety hazards, cause disruption of commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and result in impairment of the tax base, all of which adversely affects the public health, safety and general welfare of the citizens of the County, and

WHEREAS, Escambia County was accepted for participation in the National Flood Insurance Program on September 30, 1997 and the Board of County Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, which is necessary for such participation; 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.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following Floodplain Management regulations are hereby adopted.

Section 1. Purpose.

The purpose of this ordinance is to amend Chapter 4, Article 2 of the Escambia County Land Development Code, Floodplain Management, Section 4-2.10, Definitions, Coastal High Hazard Area definition.

Section 2. Land Development Code.

Chapter 4, Article 2, Section 4-2.10, Definitions, of the Escambia County Land Development Code, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec 4-2.10 DEFINITIONS

(a) General. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.

(b) Terms defined in the Florida Building Code. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(c) Terms not defined. Where terms are not defined in this article or in the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM)

Basement. The portion of a building having its floor sub-grade (below ground level) on all sides.

Coastal construction control line. The line established by the State of Florida pursuant to Section 161.053, F.S., and recorded in the official records of the community,

which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune, along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. In Perdido Key, beginning at the intersection of State Road 292, Perdido Key Drive and Johnson Beach Road, all parcels south of Johnson Beach Road and Perdido Key Drive to the Alabama line, are designated as coastal high hazard areas for the purposes of the Land Development Code, the County Code of Ordinances, and the Florida Building Code.

Datum. A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.

Design flood. The flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map.

Development. Any man -made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Elevated building. A non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

Existing building and existing structure. Any buildings and structures for which the

"start of construction" commenced before September 30, 1977.

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before September 30, 1977.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2016), and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

INTENTIONALLY LEFT BLANK

DRAFT

Section 5. Effective date.

This ordinance shall become effective upon filling 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 Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

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, TO AMEND CHAPTER 4, ARTICLE 2, SECTION 4-2.10, DEFINITIONS, AMENDING THE DEFINITION OF COASTAL HIGH HAZARD AREAS TO INCLUDE SPECIFIC AREAS OF PERDIDO KEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Escambia County and that such areas may be subject to periodic inundation of water which may result in loss of life and property, create health and safety hazards, cause disruption of commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and result in impairment of the tax base, all of which adversely affects the public health, safety and general welfare of the citizens of the County, and

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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.

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Development. Any man -made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

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The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2016), and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word of phrase in order to accomplish its intentions.

INTENTIONALLY LEFT BLANK

Section 5. Effective date.

This ordinance shall become effective upon filling 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 Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12107 **Growth Management Report 11. 5.**
BCC Regular Meeting
Meeting Date: 05/04/2017
Issue: 5:48 p.m. - A Public Hearing - Vested Rights Determination - VRD-2017-01
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - Recommendation Concerning the Review of Vested Rights Determination VRD-2017-01

That the Board of County Commissioners (BCC) review and approve the following Vested Rights case:

Case No.:	**VRD-2017-01**
Project Address:	9300 Blk Gibson Road
Property Reference No.:	24-3N-32-1301-001-001
Zoning District:	Agr
FLU Category:	AG
Vested Rights for:	Land Use
Applicant:	Constance Parker

BACKGROUND:

In 2002, the Applicant purchased a ten-acre parcel of land that was a portion of an 85± acre lot-of-record. While the future land use and zoning both called for minimum 20-acre lots, the Applicant pulled a permit in 2003 and built a home on the west half of the ten acre parcel. The western five-acre portion containing the home was sold in 2005 and that same year the Applicant became the sole owner of the remaining eastern five acres. The Applicant has since paid taxes on the five acres in question and states that she believed it to be a buildable lot.

In 2017, the Applicant approached Planning staff regarding permitting a home on the parcel and was told that the parcel was non-conforming with future land use and zoning and a building permit could not be issued. Staff reviewed with the Applicant the idea of seeking a future land use change along with a rezoning to make the parcel conforming. This option would prove difficult as either change would result in an isolated district and would be a considerable cost while providing no assurance of a positive outcome.

Faced with these options, the Applicant is requesting to be vested with development

rights for the non-conforming five-acre parcel.

CRITERIA FOR VESTED RIGHTS:

LDC 2-6.7 Vested Rights. It is the intent of the Land Development Code to provide a mechanism for the granting of an equitable vested right according to the provisions of this section when a landowner asserts that sufficient development activity, once lawful under applicable land use regulations but now contrary to their terms, has occurred so that the landowner is entitled to a development right. An owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 3, Chapter 5 at the time of vesting.

CRITERION 1:

LDC 2-6.7(1) The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

FINDINGS:

Staff research has found no permit or other development approval for the parcel in question.

LDC 2-6.8(f) Limitation on vested rights. A determination of vested rights shall expire and be null and void unless construction of improvements, if any, are commenced pursuant to a development order within 18 months after the issuance of the determination of vested rights.

CRITERION 2:

LDC 2-6.7(2) The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

FINDINGS:

The Applicant contends that her expense in taxes and surveys for the parcel have vested her with development rights. She also has stated her belief that since the County granted a permit on the western five acres, she believed the eastern five acres were buildable as well.

In a review of the permit issued for the western parcel, staff found mention that the permit was granted based on the Land Development Code family conveyance provision (Sec. 5-3.2(d)) which states:

Family conveyance exception. No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

Because this provision has already been applied to the parent ten acres, it is not available for the remaining parcel.

Attachments

Application Packet

VRD-2017-01

9300 BLK GIBSON ROAD

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: VRD-2017-01

Project Address: 9300 Block Gibson Road

Property Reference No.: 24-3N-32-1301-001-001

Zoning District: Agr

FLU Category: AG

Vested ERights for: Land Use

Applicant: Constance Parker

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of April 2017, commencing at approximately 10:22 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:

WAYNE BRISKE, Chair — JAY INGWELL, District 1
ERIC FEARS, District 4 — REID RUSHING, Vice Chair
WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board — STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

BARBARA "BOBBIE" ELLIS-WIGGINS, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: All right. We will move then to our last case, which for some of you will be a little bit of a new one.

This is a Planning Board review and to make a recommendation to the Board of County Commissioners on a vested rights case. And we do have a couple of speakers on that.

Who will be presenting?

Allyson again. Okay.

MS. CAIN: This is a vested rights combination, 2017-01, 9300 block of Gibson Road. The applicant -- I'm sorry. Wait 'til you ask.

THE CHAIRMAN: Okay.

MS. CAIN: The location map showing the location on Gibson Road. This is the land use map showing the current zoning of agricultural. This is the future land use map, also showing agricultural. And this is the aerial photo. That's all for the maps.

THE CHAIRMAN: Okay.

In this case, we will go ahead and bring Ms. Constance Parker -- Connie Parker -- forward, please.

All right. Good morning, ma'am. If you will please be sworn in and then state your name and address for the record.

...CONSTANCE PARKER, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: All right. Good morning, ma'am. If you'll please just state your name and address for the record.

MS. PARKER: Connie Parker, 2683 Stallion Road, Cantonment, Florida 32533.

THE CHAIRMAN: Okay. And if you'll just go ahead through your presentation.

MS. PARKER: Okay.

THE CHAIRMAN: That's what we're here for.

MS. PARKER: In February of '03, I purchased a ten-acre parcel of land on Gibson Road. And then in November, I brought in -- Well, I had five acres and five acres, but it's a ten-acre parcel.

I secured a mortgage on my five acres, bought a permit, built a house, lived there for a few years, sold the house. And I kept my vacant lot, my other five acres, I kept that.

I've had that since I sold it in '05. Paid my property taxes, just kept everything up because I wasn't sure what I was -- if I was going to build another house there or what I was going to do.

A family down the road approached me about buying it.

And I said, "You know, I guess. I mean, I've been paying taxes for 12 years. I don't really think I'll move back out here, and so, yeah, sure.

"But do yourself a due diligence. Call the county and make sure what you have to do for new construction," because I haven't built a house in a long time.

That's when they called me back and said, "I can't pull a permit because of the density."

And I'm like, "What do you mean 'the density'?"

So I came in and I spoke with Drew and Horace and Ms. Wynn, and got some questions, and spent a lot of time here in trying to understand everything.

You have to have a -- Thank you. You have to have a 20-acre parcel to build. I never even

owned 20. I only owned 10. I bought 10. It's one house per 20 acres out there.

I only owned ten acres. I only have a house on five, secured on five, so that's why I'm here, to I guess show that I had a vested right in my other five acres because that's all I ever owned, is the ten acres.

And it is for a new construction for single-family dwelling to go on that property.

THE CHAIRMAN: Okay.

MS. PARKER: And if you need to look at it, sir, I have the survey, and I have the '03 survey. I have an '07 survey. I have a bunch of surveys, so if you need to look at anything, I have that. Also have the receipt for my permit I bought when I built my house.

THE CHAIRMAN: Okay. Let's go ahead and hear from staff and hear their presentation, and then we may have you bring that into evidence.

MR. JONES: We have all that in evidence. Thank you.

THE CHAIRMAN: Okay.

MS. CAIN: We have the two surveys in your packet, so the two surveys that she referred to are in your packet.

THE CHAIRMAN: So they're already part of the record?

MS. CAIN: The receipt of the permit is not.

THE CHAIRMAN: Okay. Ms. Parker, come back forward again. I'm sorry. I knew there was some surveys in the packets. I didn't know -- are they the same surveys?

MR. JONES: Let's take a look at them. I want to make sure.

THE CHAIRMAN: Let's just make sure we have everything. If you'll give them to --

MR. CAIN: Are they the ones on 2007 and 2003.

MS. PARKER: Yes, that's them. That's it right there.

MR. JONES: Okay.

MS. PARKER: And the vacant lot, and then this is the latest survey that I had done in '07, and it's the same boundary, same legal.

MS. CAIN: And that's the same one we have.

MS. PARKER: It's the second one.

THE CHAIRMAN: Okay. So those are already part of the record, so we just confirmed that.

Now, you did have one other document that you said was a receipt?

MS. PARKER: Yes, sir. When I bought my permits in November or . . . I purchased this in December of '03 for building my new house there.

THE CHAIRMAN: Okay. And this -- copies that you have here in front of us, is it a true and accurate copy of the receipt that you personally received?

MS. PARKER: Yes, sir.

THE CHAIRMAN: Okay. All right. And if you'll just submit that to the county attorney for review there.

MS. CAIN: Okay.

THE CHAIRMAN: Hold on just a minute, Allyson. Let's take care of this -- bringing this in as evidence first.

MR. HOLMER: I'm going to make copies.

THE CHAIRMAN: Okay. I would like for the board members to actually see it before we accept it into evidence, so if you'll just start it down here and let everyone review what we're looking at.

Been the applicant's testimony that this

is true and accurate copy of the receipt she received, or the original maybe in this case. Okay.

THE CHAIRMAN: Okay. Board members, now that you've had an opportunity to review the original receipt presented by Ms. Parker, the Chair will entertain a motion to accept that into evidence as part of the applicant's record.

MR. RUSHING: So moved.

THE CHAIRMAN: Do we have a second?

MR. INGWELL: Second.

THE CHAIRMAN: Second.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. It is accepted as Applicant's Exhibit A. Please mark it as Applicant's Exhibit A.

MR. HOLMER: I'll make copies.

THE CHAIRMAN: Yes. Thank you.

All right. Go ahead, now that we've got

it.

MS. PARKER: Okay.

THE CHAIRMAN: Now we'll go ahead and let Allyson finish her part of the presentation. Sorry to make you go back and forth.

MS. PARKER: No, no, no. No problem.

THE CHAIRMAN: Make sure we get everything on the record.

MS. CAIN: Okay. This is -- Zoning district here is agricultural, which is one per 20.

Basically, Ms. Parker, I'm going to kind of reiterate what she said because we're on the same page as far as the history.

She did purchase the 10-acre parcel in 2002, which was . . . It was a portion of an 85-acre parcel on record.

The future land use called, of, course for -- it's a 20 -- middle 20 acre lots. As she stated, she did pull a permit in 2003 to build a home on the western half of the 10 acres, which was a 5-acre parcel.

The western 5-acre parcel with the home, she sold it in 2005. And then she -- in the same year she actually became the sole owner of

the eastern 5 acres.

In 2017, Ms. Parker came in, and she approached us to ask us about, you know, building a home. And she was wanting to sell the property. And it was 5 acres.

And as she stated, it was nonconforming. We reviewed with her, trying to seek a future land use change along with maybe rezoning, but then the option was going to be difficult because of the constraints and the isolated zoning restrictions, and so forth and the cost.

When staff reviewed some of the history, when we looked back at the permits, we did find that there was a mention on the permit that this was from a family conveyance, so that's actually, I believe, how, when she got the 10 acres in the beginning, as you know, family conveyance is that if you family convey it through, you know, parent to sibling, and so on and so forth, it does meet some of those requirements as far as the one per 20. So I believe that's somehow how the permit was issued for the -- she got the 10 acres to build the home.

Well now that she's further divided it, it

takes that 10 acres and makes it even less conforming lots with another -- with a 5 acre parcel that, even though, you know, she paid taxes, you know, it's not a buildable lot, according to the agricultural zoning category.

MR. JONES: Let me see that, Allyson. These are -- this is for the information. This is a very, very complex -- complex issue.

Another reason -- And -- and -- and we did -- I want to make for the record, we did speak to Ms. -- Ms. Parker about this, that the -- the lot of record, family conveyance, tend to have at least one single-family home.

Family conveyance come in, and it sort of -- it sort of -- it sort of -- we only got setbacks. We don't look at zoning. We don't look at access. We don't look at -- road.

When this lot was divided again with this five acres, the posture is still not a conforming lot. What the access, with the road frontage and -- and -- and -- and our Land Development Code says that every lot, you got to have the proper road frontage at the county right-of-way, so -- so -- so that still would be a challenge for her going forward.

It's -- it's -- it's -- it's a challenge because it still won't be a conforming lot based -- due to the -- due to the road frontage because it -- it doesn't have that -- it -- it does not meet the zoning requirements of the 20-acre requirement.

And -- and I get -- and her -- and she feels like that because the building special department issued her a house permit, that that gives her the -- the right for the -- the -- the -- to proceed with -- being that she'll be -- because the building special department gave her the permit to construct the first home there.

And that's something that this board will have to decide, but I do want to state for the record that this lot, it does not conform with any of the standards as being a buildable, developable lot, so I want to -- so I don't want her to think she's got vested rights, and then she come in and see us again, and this issue of road frontage come up. That issue will be there.

And -- and the past . . . This is the past experience, when people do -- when they --

so -- so I just want to say that for the record.

THE CHAIRMAN: Okay.

Well, I just had a question in follow-up to that. Let me just make sure I understand exactly what happened.

So she purchased 10 acres and had 10 acres originally. Applied to county for a building permit, and it was granted, based on 10 acres. Okay. And the house was constructed, so at that time the zoning was in place, so that was an error?

MR. JONES: No.

MS. CAIN: It's a family -- Somehow on the -- in the permit system we found it says -- and it's stated -- applicant only has 10 acres. "Family conveyance" was noted on the permit.

So according to -- you know, we weren't here at that time, but for our submission, we're thinking that when something came about, I have 10 acres, family-conveyed 10 acres. I'm going to build a house. So therefore she had a right to build her house, her one single-family, on that 10 acres.

THE CHAIRMAN: Okay. We're going to hear from you.

MS. CAIN: And so like I said, we weren't here at that time, and those were in the system.

So when that happened, she had her one single-family home that was built. So then she sold the house and 5 acres of the 10, which further made it nonconforming, but she didn't family convey it or anything. She just sold off that half and has the remaining 5, so . . .

THE CHAIRMAN: So during that sale, there was nothing done through the county as far as subdivision of a lot. It was just basically a survey.

MS. CAIN: Yes, sir.

THE CHAIRMAN: And then a sale.

MS. CAIN: Yes, sir.

THE CHAIRMAN: Okay.

MS. CAIN: Now, we did search. We didn't -- currently we haven't found any permit or development order approval for the parcel since then.

Also, I just wanted to mention the termination of vested rights. When you get into vested rights, it expires and will be null and void, unless construction or a permit with any or commence pursuant to a development order

within 18 months of the issuance of the termination of vested rights.

So our -- I'm kind of thinking, vested rights, are we giving vested rights for her to build a home? Vested rights, you know, to sell it? Do you still have vested rights to the land because the vested rights goes with parcel.

MS. ELLIS-WIGGINS: Just for clarification, I believe Ms. Parker said that the basis for her claim to a vested right was in the other five acres.

I just need to understand what the issue is. Is the issue that there's a vested right as to the five acres on which you built?

THE CHAIRMAN: Let's bring you back up to the microphone, and we'll go to get to the bottom on this.

MS. PARKER: Okay. Yes, sir.

So this -- if you will, this piece of land is a perfect rectangle.

THE CHAIRMAN: Okay.

MS. PARKER: So it's the same road frontage for this lot as the one that you permitted me to build a house on, 389 feet. across the front. If you -- I'm sorry. Yeah,

329. It's road frontage. I mean, it's a perfect rectangle. And I -- it was split down the middle. And the house was built on this five acres. This five acres stayed wooded.

THE CHAIRMAN: Okay. Let's go back for just a second, if I can. I want to take you back to the beginning of the process because we want to -- I heard what Allyson found in the record.

MS. PARKER: Mm-hmm.

THE CHAIRMAN: But now I want to know what actually happened with you.

So the property, was it given to you from a family member?

MS. PARKER: No, sir. And we did not know the man we bought it from. And through research and coming in and talking, this gentleman had gotten a bunch of land from a deceased mother or something. And it was a lot more than the 10 acres he sold me because he sold me 10. He sold the next 10. I think it started out as an 85-acre parcel of land. And I have my closing documents. I don't know this gentleman. He's from, like, Birmingham, Alabama.

THE CHAIRMAN: Okay. So as far as you

know, you never applied for a family conveyance permit. Because our code allows for people to be able to give some property to a family member, and like Horace was saying, to be able to build a residence on. And this is for people who have a big piece of property, and they want to kind of have a family compound.

MS. PARKER: Right.

THE CHAIRMAN: Where they have several houses on one property. And that's what it's intended for, really.

But you didn't go through that process at all?

MS. PARKER: No. And that's not a relative of mine. And I can do whatever I need to do to prove that --

THE CHAIRMAN: Okay. That's fine.

MS. PARKER: -- because I just bought my 10, and then the next 10 sold as well. And when I started my process and also have my mortgage settlement, my mortgage -- everything was just on the five acres because I didn't need my other five acres. I wanted it to sit there and not disturb it. So it's exactly a perfect rectangle, cut right down the middle, and an

exact amount of road frontage for each lot. I mean, it's just that.

And this gentleman who sold it to us, the only thing he did was, he -- I know that the 10 next to this one sold at about the same time because we were doing surveys and getting things done, you know.

THE CHAIRMAN: Okay. So when you applied for the building permit, you applied for it as 10 acres or 5 acres? You went to the county and said, "I've got 10 acres I want to build a house on," or was it 5 acres?

MS. PARKER: Well, they're saying it was 10.

THE CHAIRMAN: Okay. So --

MS. PARKER: And according to that, then it was 10. I don't remember that part. Actually, my mortgage was only on the 5, so I -- they have records they say it was 10.

THE CHAIRMAN: Okay. So at that point right there, Horace, you say our -- the county records have something about family conveyance.

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay. And we have that document or whatever that is that shows -- was

that done by the previous owner?

MS. CAIN: I'm sorry. Was what done by the . . .

THE CHAIRMAN: We said there was something on record that showed this was a family conveyance when Ms. Parker got it.

MS. CAIN: -- the actual application inside the permit system.

Now, this permit system, it looks like it came from the old Berth [sic] computer system, so our Sale [sic] system looks a little different, but if you look at the notes in the permit, it says "family conveyance."

MR. HOLMER: Do a screen shot.

MS. CAIN: Okay. We'll bring a screen --

THE CHAIRMAN: Is that notated on this receipt --

MS. CAIN: We'll bring a screen --

THE CHAIRMAN: -- somewhere?

MS. CAIN: -- sir -- we're going to get that -- on this particular one, it doesn't have the notes taken, but Mr. Andrews, the homeowner --

MR. JONES: That is -- it is not going to be on the receipt. But inside the notes for

the -- when the actual permit was issued, there was a column when you can put notes. And -- and -- and that's the receipt.

THE CHAIRMAN: Okay. Well, I have two questions about this receipt.

First of all, at the top here it says, "One of three." Now, is that page one of three? Were there other pages that went with this receipt? That's the first question.

And number two was: Anything given from the county that was given to Ms. Parker that said this is some kind of a family conveyance permit, that's why you're getting it, is because we allow it under family conveyance? Or was she just issued a permit?

MR. HOLMER: Andrew Holmer, development services.

THE CHAIRMAN: Andrew, were you sworn in at the beginning?

MR. HOLMER: I was not.

THE CHAIRMAN: Okay.

- - -

...ANDREW HOLMER, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Thank you, sir.

MR. HOLMER: Okay. To that point, I'm going to go try to get a screen capture of the current permit system.

At the time this came in, we were under a different permitting system. When we go into the new one, they attempted to convert all our old stuff, so it's not a perfect one-to-one. It's two completely different software systems.

But what we do have is, there's a little box. And when we get a screen capture of it, that just says something to the effect of "family conveyance," when they got -- was the reason they got the permit on -- for the house. I'm going to go get a copy of that.

I don't know -- in the old system I saw that, where it says one of three. I don't know if that was three copies that came out. I don't even remember that -- that -- that system the way it was done. I am going to get the screen --

THE CHAIRMAN: My follow-up question.

MR. HOLMER: Sure.

THE CHAIRMAN: Would there have been anything that was given other than this receipt

to the applicant, to say this was done under a family conveyance? Like, did we give them something saying, "Here's the rules for family conveyance" --

MR. JONES: No, we --

THE CHAIRMAN: -- you're getting --

MR. JONES: -- did not. We -- we did not back then. When -- Family conveyance gave us lots of latitude. And -- and that's -- and we still don't right now. That's something that we definitely need to change. Family conveyance is yet allowed inside the permitting inside the Land Development Code, as it was previously.

THE CHAIRMAN: So it's been Ms. Parker's testimony that she did not know about this family conveyance as part of this process. And we can't show that there were any documents given to her to prove that she was told this was a family conveyance. Is that correct?

MR. JONES: Mr. Briske, I cannot -- I cannot say that, that she was given -- that she was not given anything.

I -- I -- I do recall her showing us a -- a -- a -- a land verification form that had some type of family conveyance written on it. Do you

have that?

MS. PARKER: I -- I -- Well, the -- that thing with the handwriting?

MR. JONES: Yes.

MS. PARKER: Yes.

MR. JONES: Yes.

MS. PARKER: Just the parcel number and -- do you want to see it?

THE CHAIRMAN: If you would let the attorney and Horace review that.

MS. PARKER: Okay.

THE CHAIRMAN: We may need to bring that into evidence as well.

MS. PARKER: I've been in a lot, just talking to these gentlemen and kind of getting guidance, with information. I just got lucky enough to go back and find the file where the house was built and bring the stuff in that I brought in. I brought tons of stuff to them, just to say, "Hey, look. This is what I have."

And they've given me information also, like the maps of the area. And they sent me out to do my own research as far as looking who is on a record and who is an address, and things like that, so . . .

THE CHAIRMAN: Okay. So --
MS. PARKER: I may even be able to look in that file for page two and three of this, if you need me to.
THE CHAIRMAN: I just noticed that it said "one of three" --
MS. PARKER: Yeah.
THE CHAIRMAN: -- so I didn't know --
MS. PARKER: Yeah.
THE CHAIRMAN: -- if we were missing something, but . . . Okay.
So finish walking me through. So you went into the county. You got the permit.
MS. PARKER: Mm-hmm.
THE CHAIRMAN: You thought it was just on 5. The records show it was 10 acres that was applied for.
At some point -- You said you lived there for a while, and then you decided to sell the house, so --
MS. PARKER: Yes. I lived there and -- for a few years, went through a divorce. And I got full ownership of the home.
THE CHAIRMAN: Okay.
MS. PARKER: And so that's way out there.

And so I sold it after a few years. And it just retained my life, and just kind of had -- waiting to see, you know.
THE CHAIRMAN: Okay. So then, you -- at that time, when you got ready to sell the house, you had to get it surveyed into -- it was already surveyed.
MS. PARKER: No, sir. It was already done.
THE CHAIRMAN: Okay.
MS. PARKER: That was already done because I had to do that so that the mortgage was only on the house and 5 acres.
THE CHAIRMAN: Okay. I gotcha.
MS. PARKER: So the other was free and clear. So that was already done. That had been done since, like, '03, '04, somewhere in there.
THE CHAIRMAN: Okay.
MS. PARKER: I did a survey in '07 because the neighbor who brought the house was going to do some stuff, and so I just went ahead and surveyed and marked my corners one more time just because I needed to. And that one is the one that you had is the most recent of '07.
THE CHAIRMAN: I guess my question to

staff, too, would be: Does any of this stuff show up in title work, when we do chain of title for the property, about family conveyance or anything?
MR. JONES: No. Well, that is not in there, this type of evidence, because we don't -- we don't -- we don't require that to be recorded.
However, I think that's a question that she maybe ask to -- to -- that I think -- and especially on this document.
THE CHAIRMAN: Okay. All right.
MS. ELLIS-WIGGINS: Back to my original question. I think it's clarified for everyone. We would like a statement of the basis for your seeking of vested rights determination.
MS. PARKER: Yes, ma'am.
MS. ELLIS-WIGGINS: Is it family conveyance?
MS. PARKER: No, ma'am. I'm not selling it to family. I am selling it to another resident on the road for single-family construction.
MS. ELLIS-WIGGINS: And I think the question is: Did you purchase from it family?

MS. PARKER: No, ma'am. I did not purchase it from family. And I have the title work.
MS. ELLIS-WIGGINS: Okay. So the family conveyance issue is really off the table; is that correct?
MS. PARKER: Yes, ma'am. I don't know why -- I -- I brought Horace in everything I had. And I'm like, "Here's everything in the file." I mean, I don't know why --
MS. ELLIS-WIGGINS: So for the record, the basis for your request for a vested rights determination is that you have a building permit from the county for the west one-half of the 10 acres?
MS. PARKER: Is that the . . .
MS. ELLIS-WIGGINS: Correct. Is that right? The one that the house was on?
MS. PARKER: Yes, ma'am. The house -- the permit in '03 was pulled. Only one permit's ever been pulled.
MS. ELLIS-WIGGINS: I'm sorry. I just need to know the answer to that question. Is that the basis for your request for a vested rights determination?

MS. PARKER: No. I guess the basis is because they told me that's what I would need to do, because it's not a lot of records. And I was told in order to sell my lot so that it could be built on, then this was my option, this was my best option, and for me to do my research, gather my stuff that they, you know, helped me with along the way, as far as information. And that's why I'm here today.

MS. ELLIS-WIGGINS: And I think for clarification for the board -- and that's why I'm asking these questions. And I apologize. I just think that if we can stay on track, and if we can define the issues . . .

MS. PARKER: Mm-hmm.

MS. ELLIS-WIGGINS: . . . everyone will be able to ask you questions that are more logical, and we'll be able to ask and have answers.

The criterion two -- this is Land Development Code 2-6.772. This is the basis for vested rights. "The owner is determined to have acquired rights due to good-faith reliance on an active commission or omission of the county which has caused the owner to make such a substantial change in position or to incur such

expensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired."

So that's the basis of my questions, is what -- what -- what is the -- the -- the county -- the act of the commission or omission of the county on which you rely to claim a vested right in the east one-half of the property?

MS. PARKER: I'm going to be honest with you. I'm not quite sure I understand everything you just read, but I kind of maybe do.

I need to sell the property. So if someone can build a house . . . Through due diligence, I was informed it's not a lot of records, and it could not have a permit pulled on it.

Then I did not understand why that was the case, so I started my process. And I was informed that the vested right -- I would have to establish my vested right and prove that has been operating as a lot of record for 12 years.

THE CHAIRMAN: And I think in layman's terms what she's asking you is that: How did you originally become of the idea that this lot

would be available for -- you know, for resale or for splitting from 10 acres to 5 acres?

MS. PARKER: I -- I didn't -- I never knew it couldn't be.

What I did do was, I came in -- Once the purchaser found out that there would be a problem, I came in; was told that I would have to have it rezoned, ruled residential in order to sell and it then build a house on it.

Went to the meeting with a big round table full of a bunch of people. And it was a preapplication meeting. And they're just talking, talking, talking about stuff. They give me a map. They discuss how many times everybody's done this.

And I'm like, "Well, if this has been done before, I mean, like, why -- why am I having to go through all this?"

Left from there, sat back down at another meeting. And they said, "You know what? This is not the avenue for you to go. This is not what you need. You need to prove you have vested right in the property, and that it's been operating as a lot of record."

I said, "Okay. What [sic] do I do that?"

Horace said, "It's going to be" -- And Horace -- whatever the fees would be and everything.

And I'm like, "I have to spend $700 to prove that I've been operating this piece of land this way?"

They explained the mail-out. They were kind enough to walk me through the process. I submitted everything, paid my money. That's all that -- And really, I've just answered questions that's been asked of me. I don't . . . You know.

MR. JONES: And if I can -- and if I can -- if I can . . . I'm not -- I'm -- I'm not trying to make her case for her at all.

But I'm trying . . . There's a possibility that she may feel that because she acquired that building with a special permit that that gives her the -- the -- the right to proceed, and -- and -- and because she acquired a building permit, and that there was an act of commission or omission from the county, which is one of the basis. I -- I don't know if that case can be made, and -- but I believe that is -- that's why, when we told her -- we said,

"The only way we can get your case heard basically is if you feel like -- if you feel like -- if you feel like that there was something wrong that we did, there's a -- there's an avenue for that which is a vested rights claim. So there's something that we did, from the county perspective.

THE CHAIRMAN: Okay. So let me just make sure I understand what you're saying, Horace.

So for her to prove that it was a lot of record, what is the requirement for her to prove that it is a lot of record?

MR. JONES: It's -- it's -- it's not a lot of record. It -- it -- We have -- we have records to show through the old . . . February of 1996 to see if that lot has been split up.

THE CHAIRMAN: Okay. So it's not a lot of record, so we cannot prove that it is.

MR. JONES: Yes.

THE CHAIRMAN: So then, like you're saying, her only alternative then would be to prove that she relied on information from the county that either was wrong or she was told -- she relied on that information that it was a lot of record. That would be the only basis for

trying to prove her case.

MR. JONES: Right.

THE CHAIRMAN: Is what we're saying.

MR. JONES: Yes. And -- and -- and --

THE CHAIRMAN: Does that make more sense to you?

MS. PARKER: Yes.

THE CHAIRMAN: Okay.

MR. JONES: And the lot was -- the -- the lot was split, per the rules at the time, through the family conveyance.

MS. CAIN: And we do have copies of that.

THE CHAIRMAN: If you'll let the attorney please review that as to . . . Now, if we could please state for the record what that document is and where it came from.

MS. CAIN: This is the summary of the building permit that was issued in 2003. The type was new building residential, and it has a permit number, and it has a detailed description.

It says, "Single-family dwelling, family conveyance. Owner has 10 acres." And then, of course, it gives driving directions on how to get there.

THE CHAIRMAN: Okay. Allyson, then did you personally pull that from the computer and print it out?

MS. CAIN: Yes.

THE CHAIRMAN: Okay.

MS. CAIN: We have copies.

THE CHAIRMAN: Okay. And that came off of the current computer system. And you personally pulled that and printed it.

MS. CAIN: Yes.

THE CHAIRMAN: Okay. And does it accurately represent what's in the county records at this time?

MS. CAIN: Yes.

THE CHAIRMAN: Okay. Now, as long as the attorney has no objections to that document, we'll have a motion to bring it into evidence, please.

Do we have a motion to accept that into evidence?

MR. FEARS: Motion to accept.

THE CHAIRMAN: All right. Do we have a second?

MR. RUSHING: Second.

THE CHAIRMAN: Second.

Any discussion?

(No response.)

THE CHAIRMAN: All those in favor, say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

What do you believe would be the appropriate labeling of that? Would that be a county exhibit heading, since the county is bringing it forth?

MR. HOLMER: And I'm going to -- I'm going to pass these out to you. And what I did was, I went down to make copies of this. And I put the highlight on that portion of the text box. You can't see the entire text box the way the software is. So I also had to pull out all the text, if you want to see that as well. It basically deals with a pecan tree and building inspection stuff, not land use.

THE CHAIRMAN: Okay. All right. So it's been accepted into evidence. Let's go ahead and make it a County Exhibit A, addition to the package that the county has preserved. Of

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course, we need to give a copy of this as well to the applicant. Okay.

Now, I guess the question that I come back to is: She's saying she didn't know this was a family conveyance.

Could this have been done by the previous owner in some way, shape or form?

MR. JONES: It could have. Mr. Briske, it could have been, but I'm -- Ms. -- Ms. Connie, you have this -- I'm just trying to -- because we're just trying to get your confirmation in because that's what we're trying to do.

What -- If you don't mind me asking: Where do you get this from?

MS. PARKER: This was in the file. This is the --

MR. JONES: What file?

MS. PARKER: Well, the house construction file. This was my file. And I mean, it's a couple colors ink, but I didn't write on it, but --

THE CHAIRMAN: Let's describe what that document is.

MS. PARKER: It just says -- It says, "Property can be split per family conveyance."

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MR. JONES: Right. And it does have her name on it.

MS. PARKER: And Horace signed it --

MR. JONES: And I'm trying --

MS. PARKER: -- 18 of '03.

MR. JONES: So -- so I'm trying -- I'm trying to -- so --

MS. PARKER: But I wouldn't have split it -- Well, no. Let me just say real quick: 11/18 is when I come in to -- to apply to get ready to build my house. That's all I know.

MR. JONES: So -- so -- so -- so you said "your file." What file did you purchase it from? You said "Construction" --

MS. PARKER: No -- Well, I had a file because I was a residential constructor -- contractor. Still am. With my dad. And so I had the original construction file. And when all this came about, I went back and pulled the file and started digging through, finding everything.

THE CHAIRMAN: Okay.

MS. PARKER: So this was in there. The copy of the permit was in there. The surveys were in there. I even have the closing

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paperwork from when I bought the land. I got the title search --

THE CHAIRMAN: Okay. Let's come back to this document --

MS. PARKER: Okay.

THE CHAIRMAN: -- for just a second.

MS. PARKER: Okay.

THE CHAIRMAN: Horace, was it your testimony that it says on this document that the lot can be split?

MR. JONES: It says this -- it says this, yes.

Zoning, VAG-1. Future land use category AG -- I want to make sure you get this. Zoning -- for -- to -- to answer your question, zoning VAG-1. Of the future land use category, AG. It says, "Overlay district 9." I pulled it up. It says, "Comments: Property can be split per family conveyance, verified by Horace Jones, November the 18th, 2003."

As I stated before, at the time family conveyance was still -- it was allowed, Mr. Briske, to split property.

I wasn't so convinced, but -- but to work a work-around because especially that people

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wanted to divide and give their land to children. I don't . . . I'm -- I'm -- I'm -- She said that she had a file. I think that maybe -- did -- did your father purchase this property, Connie?

MS. PARKER: I did.

MR. JONES: So you purchased the property.

MS. PARKER: Mm-hmm.

MR. JONES: From -- from Mr. Hall. Okay. Okay.

MS. PARKER: And Mr. Hall owned a bunch of land.

THE CHAIRMAN: All right. Let's go back to this document again.

MS. PARKER: Okay.

THE CHAIRMAN: Do you wish to bring that into evidence as part of the record?

MR. JONES: It's up to you, Connie.

MS. PARKER: I mean, I don't know.

THE CHAIRMAN: I mean, that's what I'm asking you.

MS. PARKER: As my exhibit, yes, sir, sure.

THE CHAIRMAN: Okay. All right.

If you'll please -- the staff, I think and

the attorney has already reviewed it.
Can we please read into the record exactly what it says on the top of -- what is that document labeled?
MS. CAIN: Says "Building Inspections Department, Permitting Division, land use verification form for Escambia County."
THE CHAIRMAN: Okay.
MS. HIGHTOWER: Patty Hightower, school board member. The notation was dated '03?
MR. JONES: What notation?
MS. HIGHTOWER: The notation that you just read on the document.
MR. JONES: Yes, ma'am. It was 2003.
MS. HIGHTOWER: So would that language have been talking about the larger 85-acre parcel, rather than the --
MS. CAIN: No, it didn't.
MS. PARKER: No, ma'am.
MS. HIGHTOWER: The family conveyance part.
MR. JONES: The family conveyance was talking about the portion that -- that was split.
MS. HIGHTOWER: Okay.

MS. PARKER: So -- and this was done in April after that in February where I divided it. I had my house on this five, recorded my mortgage, and then this five.
THE CHAIRMAN: Okay. All right. So Allyson, you've read that in.
Can the board members see that before we accept it into evidence?
Horace, you may not remember this on this document because it was only 14 years ago . . .
(Laughter.)
THE CHAIRMAN: . . . but there are two different color inks on here. One is in blue. Says "property can be split" is in blue. And then "per family conveyance" is in black ink. The signature, your signature, is in blue but the date is in black ink.
Do you have any recollection of this? I know it's a long shot, but . . .
MR. JONES: No, I don't. I don't, but -- but it -- it has my signature, but I -- I -- I don't.
THE CHAIRMAN: Okay.
MR. RUSHING: This is in different pens. Do you recognize that all the writing is yours?

MR. JONES: I do recognize my bad writing, yes, and I think my whole staff does.
(Several "yeses.")
MR. RUSHING: I -- I want to make sure that it --
UNIDENTIFIED STAFF MEMBER: Definitely his writing.
THE CHAIRMAN: Good question. Thank you.
MR. JONES: Chicken scratch.
(Laughter.)
MR. FEARS: While they're reviewing that, can you -- can you define for us, Mr. Jones, "conveyance"?
MR. JONES: It's when property is conveyed or given to someone.
MR. FEARS: Two different people, coming from one to another.
MR. JONES: Yes. Yes.
MR. FEARS: Which is not what happened here. She -- she was . . . She remained the owner. She went from the owner of a 10-acre parcel to the owner of two 5-acre parcels, for the purpose of only mortgaging half the land to be included with the build permit. There was actually no conveyance that took place.

MR. JONES: I don't think so.
MS. ELLIS-WIGGINS: I have -- I have that Allyson has the property record, but I've been looking at the property appraiser's site, and I do have a chronology, if that would help.
THE CHAIRMAN: Okay. If you would, let me get this document brought into evidence first, please. Everybody's had a chance to review the applicant's second exhibit. Are there any questions about that exhibit?
Chair will entertain a motion to accept that into evidence.
MR. RUSHING: So moved.
MR. FEARS: Second.
THE CHAIRMAN: Motion and a second.
Any further questions?
(No response.)
THE CHAIRMAN: All right. All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. We will accept that and label it Applicant's Exhibit B.
Okay. Now, go ahead. I'm sorry.

MS. ELLIS-WIGGINS: Okay. Correct me if I'm wrong. I'm pulling these documents from the Property Appraiser -- from the Escambia County Property Appraiser, April 2002. You and your then husband acquired the 10-acre parcel.

MS. PARKER: Yes, ma'am.

THE CHAIRMAN: Can you pull the microphone just a little closer? Make sure we're recording everything.

MS. ELLIS-WIGGINS: In April 2002, Ms. Parker and her then husband purchased 10 acres.

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: Then in November 2003, you received a permit to build a home on the west side . . .

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: . . . of the 10 acres.

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: In September 2005, you got a quitclaim deed from your then husband as to the east side, the east one half.

MS. PARKER: Yes, ma'am. We owned it together. And in the divorce, I got the property, 100 percent ownership of the lot.

MS. ELLIS-WIGGINS: So we go from November

2003, where you had a permit to build on the west side. September 2005, you got a quitclaim deed as to the east side . . .

MS. PARKER: Mm-hmm.

MS. ELLIS-WIGGINS: . . . from your then husband.

In November 2005 you sold the west side, the five acres where the home was built.

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: And then, just for the record, in June 2011 there's been a quitclaim exchanged on the west side, unrelated to this.

THE CHAIRMAN: Okay. Unrelated to this?

MS. PARKER: Oh, yeah. That's not me any more.

MS. ELLIS-WIGGINS: That's all I have from the property records.

THE CHAIRMAN: Okay. Do we have anything -- on the east side of the parcel, it was just the purchase transaction in April 2012, then. Excuse me. 2002.

MS. ELLIS-WIGGINS: On April 2002, there's a warranty deed, purchased, husband and wife, the 10 acres. Ms. Parker and her then husband purchased the 10 acres.

THE CHAIRMAN: Okay. Was that subsequently quitclaim deeded on 2005 when the divorce happened?

MS. ELLIS-WIGGINS: The east side was quitclaimed from the former husband to Ms. Parker. The west side was sold after that. As of September 2005, the west side was still owned by Ms. Parker and her then husband.

THE CHAIRMAN: Okay.

MS. ELLIS-WIGGINS: In November of 2005, the property, the west side, was sold by Ms. Parker and her then husband to a new owner, third party.

THE CHAIRMAN: Okay.

MR. CLAY: I have a question. And I guess this would go to the county here. And that is, if we look at the lots prior to Ms. Parker, were there any lots sold in -- in quantities less than 20?

MS. CAIN: I had done a little research. And I know there was a 20-acre piece of parcel that was sold, so whoever had the -- Mr. Hall or whoever, the 85-plus acres, he sold that off in pieces of 20, and as far as I can tell, like, 20-acre chunks. And I think when there was a

20-acre piece, and that 20 then became a 10-piece, that Ms. Parker ended up purchasing.

So the original owner of the 85, he chopped it up and sold it off, so to speak, if you will.

MR. CLAY: So there weren't any requirements to say that she could not purchase lots less than 20.

MS. CAIN: She could purchase. It's just that the future land use and the zoning said one per 20. And at that time, if you don't know over a lot of -- Honestly, before I became in Planning, I didn't know what you could or couldn't do, you know.

So, hey, if somebody sold me 10 acres, you -- you know, she bought 10 acres and wanted to build a home, and each lot has for a building one single-family dwelling, so now we're back to the: Here's your 10 acres. She built her home. Now she's split it, and she has this other piece, and . . . You know.

MR. CLAY: So there wasn't anything in place to say . . . When she requested the permit to build -- to build a home, there wasn't anything in place, a red flag came up to say,

this is agricultural, or . . .
MS. CAIN: I think that's where the family conveyance note came from because she would not have been able to legally build a home on 10 acres, due to the restraints of the zoning requirements, the density, which is one per 20.
So she comes in. Somehow it says "family conveyance." You know, let her build her house. So she has her home.
MR. CLAY: Right.
MS. CAIN: And whether that was done accidentally or whatever, it -- but regardless, she got her single-family home on her 10 acres that she purchased.
MR. CLAY: So there wasn't any background check to say, "Ms. Parker is not any relation to Mr. Hall."
MR. JONES: We don't -- we don't do that. That's not -- that is not a requirement for -- of the Land Development Code for us to do that.
Not to be -- not to be callous with her -- with her -- with her issue or condescending -- Mr. Briske knows this as well -- it is basically -- the -- the buyer has -- has to do their due diligence.

We see these all of the time. And -- and -- and we're trying to inform them more that they have to do their due diligence, and -- and -- and -- and getting -- and coming, engaging with the county to see these issues.
We do understand her situation. This is not the first. This is not the . . . Maybe the whole -- this won't be the last either.
There's some improvements necessary, but they -- they have -- they have to help us do their due diligence and -- and engage in the right question so we have -- we can inform them.
We -- we don't know every land use question that they -- that they may have, but -- but if they can help us, we can try to lead people down the right path.
And I'm not trying to be callous or condescending with the issue. I've been knowing Ms. Parker a long time. She knows I wouldn't do that to her. But I'm just trying to make the board aware of these issues.
MR. HOLMER: If I could, Andrew Holmer. Just to give you a little bit of a scope on this, lot-of-record date was February 1996. It wasn't until, I think, 2012 -- so we're looking

at 16 years -- that the Property Appraiser's office required folks, when they split property, to come see us and make sure it meets the zoning and future land use.
So you've got a 16-year window there, your zoning and future land use have acreage requirements, but you could chop land up any way you wanted to and sell it to anybody. So there's . . . This isn't the only one out there. Each one is an individual thing as they come in.
MR. JONES: Absolutely. And Mr. Holmer is absolutely correct.
MR. CLAY: Well, I guess my position on that is: I understand that there's a lot of rules and regulations and things that are in place that . . . I know I have two pieces of property in Escambia County, and I'm willing to bet that there's a lot about those pieces of properties that I don't know; and that if I have a sale or whatever, that I would probably come up on the short end of the stick also.
And I think that what I'm listening to is that there's enough to go around on both sides, you know, on this buyer and seller, and also

what the organization is, but that is something that we'd have to look at to be -- to be corrected.
MR. JONES: And -- and -- and -- and actually, you are correct. That's an issue, but one of the criteria is the -- is the act of omission or commission from -- from -- from -- from the county.
Just because rules need to be updated or changed, that still don't say that -- that -- that -- that someone has did anything wrong because rules need to be updated. Technology is being changed daily. And so -- so -- and that -- that's the requirement.
Perhaps we could continue to work with Ms. Parker and with some possible revisions or other regulations that we could -- I don't know how expedient this is for her.
When we -- when we talked to her, we did talk at length with her. Said -- said we could try to provide an avenue, but it may take time, but if there's a point of sale, I can't -- I don't know how expedient this is for us to get worked out for her.
And I think -- I think that's the right --

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because I think that's the . . . But -- but -- but we know that there's some things that need to be updated, but that still don't mean again, repeating myself in closing, that the county has acted . . . did -- did anything wrongly, as far as the -- us meeting the criteria for vested rights.

MS. CAIN: If I could, just -- I kind of have a question in general because this is kind of new, vested rights for this board. There is a limitation for the vested rights, as far as the, you know, 18 months. So if we do a vested rights, are we giving a vested right to the land? To Ms. Parker? To the person who buys it? You know. And how does that 18-month window fit in? I'm not really sure.

THE CHAIRMAN: Okay. We'll make sure we address that going forward.

I have one question, and I'm going to bring it up. We have someone who signed up to speak. But the question -- If you'll come forward, Ms. Parker.

Were you represented by a professional Realtor when you purchased the property or did you just --

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MS. PARKER: I was not, but the gentleman who had it listed had it listed with a Realtor.

THE CHAIRMAN: So there was a selling agent.

MS. PARKER: Mm-hmm.

THE CHAIRMAN: And you have contact with that agent? Did they ever --

MS. PARKER: I -- No. He didn't represent me. He represented the seller. But he actually came to the closing and everything. I'm not sure if he's still a Realtor or not.

THE CHAIRMAN: Okay.

MS. PARKER: But I did want to say this: I've been working with this for a few months. And I've already been to a few meetings, and things like that. And we were talking about how important time is.

The young family that is gonna -- that would like to build on my property, they've already sold their house, and they're living in a camper in a campground. And they are waiting on me to try to get it rectified because they need to live by family. So that kind of answers that question about how quick I need this to happen.

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The second part is, you know, I have my original title work, I'm 99 percent sure, in that folder from where I bought that lot, and because I remember having the discussion with this man over his mother's property about mineral rights.

And now, she would never let him sell mineral rights through all his sales, so the staff encouraged me to go do my research on Gibson Road.

Now, I didn't even -- I took a picture of my sign, you know, that they had up and everything. But I went through the Property Appraiser's page, and I printed every single property on Gibson Road. And I'm working off of memory here because I know everybody's on time constraint, but there was like 73.

Of those 73, more than 50 of those lots are less than 20 acres that are recorded, that people live on them. There's a double wide right around the corner from mine, a double-wide trailer. And a double-wide trailer can live on a five-acre lot, you know. So I mean, I tried to do that due diligence for myself.

I am a builder. I don't buy no land

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without coming in here and saying, "What can I do with this? Can I pull a permit? You know, what's my density here?" And that kind of thing.

So I just -- that's -- that's all I've got. So unless anybody has any other questions of me . . .

THE CHAIRMAN: Well, you bought up a point. Did staff do an analysis and have the parcels in the surrounding area, and how many of them are legal, nonconforming as far as size, or anything like that?

MS. PARKER: I have a map that they made for me, that map.

MR. JONES: We did -- we did make a map. Now, that would be substantial for us to go back and to research.

THE CHAIRMAN: I'm just trying to quantify. She just said that there was many properties on Gibson Road that were already under 20-acres.

MR. JONES: Mm-hmm.

THE CHAIRMAN: And not that that answers the vested rights question, but it does help us understand what the neighborhood is like,

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because -- What else?
MR. HOLMER: Yes, sir. There are multiple properties in the area of all sorts of different sizes.
I would mention once again, this is a rezoning case. You're not taking into account how it fits into the surrounding areas. Think more Board of Adjustment-wise where you're that one specific piece of property. Was something done or not done by the county that vested this property with this right? Each -- each one of those other properties has its own story. And we don't know what they are because we're dealing with the one specific property.
THE CHAIRMAN: Right. Okay.
MS. ELLIS-WIGGINS: Again -- I'm sorry.
THE CHAIRMAN: Okay. Go ahead.
MS. ELLIS-WIGGINS: Again, the criteria for the board's determination is that -- this is what I read before, but the pivotal issue is whether the applicant had a good-faith reliance on an --
THE CHAIRMAN: Bring that up on the screen again because I think that language is important for everybody to review. And you're reading

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right out of criterion 2; is that correct?
MS. ELLIS-WIGGINS: Yes, sir.
THE CHAIRMAN: Okay.
MS. ELLIS-WIGGINS: That first sentence. "the owner is determined to have acquired rights due to a good-faith reliance on something the county did, an omission, a commission."
So it could have been right or wrong. It's a good-faith reliance that is pivotal to your court's determination.
THE CHAIRMAN: Okay. All right.
MR. RUSHING: If the family conveyance was correct in everything we did, and she actually had it conveyed properly by the family, would this be an issue?
MR. JONES: If -- if -- if the rules of the family conveyance provision were followed explicitly through -- through -- for the family member, five acres per family, it would -- it would not be no issue.
MR. RUSHING: Okay. So then, the act or omission could be from the county, that you believed it was a conveyance; therefore, granting her the rights to be able to sell this or divide this property up and sell them in

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individual five-acre lots; correct?
Rightfully or wrongfully, if it was -- if it was or was not a conveyance is not the point. The point is that the documentation shows it is a conveyance; so therefore, it would be an act of omission that it was done incorrectly; therefore, she was under the reliance that it was a -- it was followed -- the steps were followed correctly. Am I not following that?
MR. JONES: Mr. Rushing, the family members owned 10 acres. It was only 10 acres. It was only 10. That's what --
MS. ELLIS-WIGGINS: And again, the issue isn't whether the county acted properly or properly designated it as a family conveyance authorization. That was not the issue. The issue is whether the applicant relied in good faith on the county's actions.
THE CHAIRMAN: Okay. Yes, Ms. Parker.
MS. PARKER: When I've had the 10-acre parcel, and I secured my mortgage on my 5 acres, I can guarantee you I would have not done that had I known I was going to land-lock myself out of being able to build on that. I had no idea that that's what I was doing.

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I -- If there was any kind of family conveyance, I -- I didn't -- I didn't convey it to any family. I owned -- I owned the land. I sold the house. But I would never purposely -- I would have jacked up my price and sold 10 acres and a house.
But, you know, when I divide -- If you look, that land-use thing is dated. Two months later my surveys are in place, my everything is going. I mean, I would have never purposely land-locked myself out of a five-acre parcel of land.
THE CHAIRMAN: You did rely on something that was presented to you.
MS. PARKER: I mean, I thought I was good to do what I was doing, you know, and I just -- I truly just wanted to make that clear.
THE CHAIRMAN: Okay. All right.
I'm going to -- We have a question. Okay.
MR. INGWELL: I have a question referencing the permit we seek. In the parcel ID, what is that in reference to? Is that the 10 acres or 5 acres?
MS. CAIN: That's the 10 acres because at the time, the county . . . It was only for the

original 10 acres. Whether she mortgaged only 5, it is not here or there. But she has the 10 acres, and we gave her a permit to build a single-family home on 10 acres.

Now, if we as the county had done something and told her, "Yes, you can now split it into 5," then the county would have been -- that -- then she would have been vested possibly for a vested right for the 5 acres.

But at the time when she bought the permit, it was strictly for the single-family home on the 10 acres.

So when she split it, we didn't know. I mean, she -- she just mortgaged the 5, and now she built a home, and it was just the 10 acres for the single-family home.

THE CHAIRMAN: Okay.

MR. JONES: And -- and -- and I'd like -- and I'd like to add again, just -- just -- this is very, very challenging, complicated. We do have people that get surveys done all the of the time, and they -- and especially back then, they would go and get the surveys recorded. Once they get them, whether they was conforming or not, they became legal lots because they got

them recorded.

They didn't have to come and see us. Then we took and said, "I'm sorry. You don't -- you don't have a conforming lot."

Then they got to saying, well, I can't -- I can't -- so -- so back then they were recording these lots without county input or without county authorization that now we do have a form in place. We -- we -- we got that established, but back then they was on a separate entity, and they --

THE CHAIRMAN: You're saying the Clerk's office would accept and record, even if it had not gone through the proper subdivision channels.

MR. JONES: Yes. Yes.

MS. CAIN: And the survey . . .

MR. JONES: And -- and -- and they can get --

THE CHAIRMAN: Well, that in itself is part of the problem, accepting and recording something, even if it's not gone through the proper procedure.

MR. RUSHING: Which then goes back to reliance.

MR. JONES: But -- but -- but it is -- it is -- it is something that if we did, the land-use issue -- because they didn't check with us either -- that if they didn't check with us, it's -- it's -- it's -- it's -- they . . . as well, because I -- I -- back then, I'll be honest. I'm not trying to take away -- I'm just trying to say maybe there's another avenue so you can wait to try to get some ordinances for you. I'm just saying.

MS. PARKER: Mm-hmm.

MR. JONES: See. And that's if we -- if -- if -- I -- I -- We would have people come in, "Well, this is my property. You can't tell me what I can do with my property."

Especially back then, when I first got started in 2000, it was paramount back then, so I do -- I do understand the dilemma that she's in. I really do because that's the first time I dealt with this.

THE CHAIRMAN: Okay. Let's go ahead and hear from this gentleman that's been patiently waiting.

Again, for members of the public who wish to speak on this matter, we're not just going to

accept general statements of support or opposition. We would like to have factual information based on these criteria.

Please limit your testimony to one of these criteria. And also note that only those individuals who are present to give testimony on the record will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

Mr. Rodger Elliott.

Good afternoon, sir. Morning still. If you'll be sworn in, please, and then state your name and address for the record.

- - -

...RODGER ELLIOTT, upon being duly sworn, was examined and testified as follows:

- - -

MR. ELLIOTT: My name is Rodger Elliott. I live at 9280 Gibson Road.

I purchased that property as part of the original from the estate of Mr. Manuel Perry. And that was 20 acres.

The 20 acres north of me was sold -- I don't recall the name -- possibly to a Mr. Hall, who then sold it to at that time the Hatches.

The Hatches two brothers, ex-husband and a brother, split that by -- I'm assuming that was a family conveyance. And then you pretty much know what happened after that. That's just from my memory of having been there.

I'm a farmer. I'm opposed to moving this from an AG classification because when we move things from an AG classification, I start getting complaints about flies or my livestock, guarding dogs barking in the middle of the night because they're guarding my sheep, and a host of other things that happen when people start moving into agricultural areas.

The fact that the two brothers got this property and subdivided it back in '03 or whenever it was, I called and talked to some of the folks down here at that time and asked, "How can this be?"

Well, they said it was a family conveyance, so there's not a whole lot you can do about that, but it bothered me that they were subdividing it when only one was going to build a house there.

The young couple that's trying to buy the property, I've met them. They're great people.

I'd love to have them for neighbors, but I'm opposed to changing the AG classification on it.

THE CHAIRMAN: All right. Now, you mentioned you're aware of the brother that were involved in the family conveyance. Is one of the brothers her ex-husband?

MR. ELLIOTT: Yes.

THE CHAIRMAN: Is that what you're talking about?

MR. ELLIOTT: That's what I understand.

THE CHAIRMAN: Okay. And you're saying that the other brother was -- somehow owned the property as well?

MR. ELLIOTT: He still owns the other 10.

THE CHAIRMAN: The other 10 acres. Okay. I see. So they brought 20, and then --

MR. ELLIOTT: Split.

THE CHAIRMAN: -- he kept 10 and 10 went -- that's your understanding.

MR. ELLIOTT: That's correct.

THE CHAIRMAN: Okay. All right.

MS. ELLIS-WIGGINS: I do have some property record information along the lines of what you were saying.

The 2002 -- the April 2002 deed for the

10-acre parcel to Ms. Parker and her former husband, that was from the Perry estate.

MR. ELLIOTT: Right. Well, there was an intermediary there. And it may have been Mr. Hall, but that closed at the same time as I did, and I understood it. Then Mr. Hall then resold it and split it with 10.

MS. ELLIS-WIGGINS: I can't contradict you. I didn't find that intermediary step in the --

MR. ELLIOTT: That may not have closed completely. He was in the process of buying it, had a contract on it. And I made a contract for my 20. That may have fallen through. But it may have come directly from the Perry estate. I don't know that.

THE CHAIRMAN: Okay. So let me just make sure I understand. You're opposed to any change in the zoning. You're also opposed to it being vested for construction of another home on the property. Is that what you're saying?

MR. ELLIOTT: Yes, because I think that would change the agricultural zoning it.

THE CHAIRMAN: Okay.

MR. ELLIOTT: The purpose.

THE CHAIRMAN: Okay. Any questions of this gentleman?

(No response.)

THE CHAIRMAN: Thank you for being so patient. I know you've waited very patiently.

Okay. Is there anyone else in the public that wishes to speak on this matter?

MS. PARKER: I have one more thing.

THE CHAIRMAN: I'm going to let you finish up.

MS. PARKER: Oh, okay.

THE CHAIRMAN: I just wanted to see if there was anyone else.

(No response.)

THE CHAIRMAN: Okay. We'll hereby close the public portion.

Ms. Parker, you can come back up.

MS. PARKER: When we bought our 10 acres, and the brother that doesn't live here bought his 10 acres, we didn't close on the same day. It was not one big 20 with a family. We bought 10, and I have my closing stuff. And then they had a separate transaction. We had a mortgage on ours. They had a mortgage on theirs. It was never one. That gentleman did a closing with

us. He did a separate closing with them. That was not . . .

THE CHAIRMAN: So the prior owner --

MS. PARKER: And they never pulled a permit on theirs at all.

THE CHAIRMAN: -- is the one that sold you the 10 acres, the prior owner. It wasn't that you and your family members --

MS. PARKER: Right.

THE CHAIRMAN: -- owned the 20 and then divided it.

MS. PARKER: I have a sales contract between myself and Mr. Hall. That's who I purchased my 10 acres from.

THE CHAIRMAN: Okay.

MR. RUSHING: And that's the work that's in the county.

THE CHAIRMAN: Yeah. Okay. All right.

Well, you've probably got 800 questions, but anything to ask here?

(No response.)

THE CHAIRMAN: Anything else from the staff?

(No response.)

THE CHAIRMAN: I don't want to convolute

the decision, but Allyson did bring up a good point with the 18 months, if vested rights is considered here, that that has a limited time on it. And does that go to Ms. Gibson -- excuse me -- Ms. Parker or is that conveyed with the property to a new owner? Are there any rules in the code for that, Horace?

MR. JONES: That's -- that's -- that's something we're going to have to really work with legal on. That's something -- because, see, she -- now she's passing her rights to someone else, and -- and that's something that we'll have to work with legal on -- on that question.

MR. FEARS: In essence, that's already happened. It happened when the sale of the land of 10 acres was allowed to be built on by the buyer.

Those rights were mistakenly, whatever, you want the word "granted" to the builder of the land that -- who bought 10 acres under the assumption she could build on 10, when she really wasn't supposed to.

MS. CAIN: If I can read Section 2-6.7, vested rights. The general intent says, "It is

the intent of this section to provide a mechanism for the granting of an equitable vested right according to the provisions of this section when a landowner asserts that sufficient development activity, once lawful under applicable land use regulations but now contrary to their terms, has occurred so that the landowner is entitled to a development right." So . . .

MR. JONES: The landowner's entitled to a development right. Something that we did, basically, and -- and -- and she responded to really get something, now she's passing this right to . . .

MS. ELLIS-WIGGINS: And I think another physical provision is the "once lawful."

MS. CAIN: "Once lawful under applicable land use regulations."

MR. INGWELL: It seems that this has occurred a lot, by the issuance of the building permit on the initial 10 acres. You know, now it appears we're trying to further subdivide -- further subdivide after the fact. The permit was issued on 10 acres.

MR. JONES: Yes.

MR. INGWELL: And -- didn't know that someone that goes in after the fact and surveys and further subdivides, just like you said. It happens all the time.

MR. JONES: And you're --

MR. INGWELL: And it's not on the county. It's on the landowner to disclose.

MR. RUSHING: Then the second point, and I am in no way forecasting my vote because I really have no clue what I'm going to vote, we used the term "the omission of the Planning Board or the staff" in its conveyance.

But I also understand and I'm also hearing that it may not be your staff that made an omission, but it was the county that actually did. In the consumer's eye and the citizen's eye, each department doesn't act individually. They all act as one.

So if the county made a mistake on something, and she made a decision based on a wrongfully or correctly given information and she made a decision on it, I see that as the county made an omission, even though the -- or may have made an omission, even though the conveyance physically states your department did

not make an omission. Am I making that clear at all?

MR. JONES: I -- I -- I understand. I understand your words. I just -- I just cannot say that that is the . . . I understand the assumption and the logic behind it, but I -- I -- I just can't say that's the way it's supposed to be tied together, that if it's the county, that basically it means the Clerk of Court. It means any other county agency is responsible for something that, one, I -- I don't know if you can make that logical nexus, that logical connection, but I do understand the logic. I do understand the wording behind it, Mr. Rushing.

THE CHAIRMAN: Let me just try to maybe give a little piece of advice to the board members, since some of you are new here. This is a very technical issue, and it's probably going to have to be solved, actually, through application of laws. Okay?

I don't think any of us are attorneys. We're lay people. We were hired to make common sense and reasonable decisions on things. So think through everything that you've heard.

What do you think is reasonable? If that's reasonable, that's the way you should vote. Vote your conscience.

And if it the answer is not what the applicant wants or not what anyone who is opposed to it wants, they have other remedies to be able to appeal. And then it does get decided in a more legal way.

So I know it's a heavy burden right now because you're trying to decide what's the right thing to do, but I've kind of had to do that over the years. I've been on the board quite a long time. And sometimes you just have to say, "Well, this is my best judgment at this point. Let me go with it."

And the somebody overturns it later or changes the decision, then they'll have to prove why they did that. So that's just kind of my personal advice because I know a lot of you are new to this type of thing, so . . .

Yes, ma'am.

MS. ELLIS-WIGGINS: And also, sir, I -- the board -- your assessment, I don't know if it matters, but what you said, I think is really well said and valid.

And to that point, I am just now, unfortunately, reading these three paragraphs in your backup material, the paragraph that Allyson read, the general vested rights, the criterion one and criterion two. And there's some very significant legal points in there or -- or legal points in the sense that they're factors to consider.

That paragraph that I went into earlier, that's just one factor. And so based on your previous statement about assessing what the factors are in making a decision, based on the code, I would point to these three paragraphs as the foundation on which you go forward making your determination. Thank you.

THE CHAIRMAN: Any more discussion or questions?

(No response.)

THE CHAIRMAN: Let me just start. And again, I'm not an attorney, so I'm not very knowledgeable about all of the legal pieces of this.

But in my mind, what I'm thinking is, we've heard testimony that at one time the county was recording dividing land in the public

records. And I see that as being -- right or wrong, the applicant who went through that process didn't do it correctly, but yet, the county -- another arm of the county, maybe, maybe not this department but another arm of the county, recorded those documents.

And in this world, I think a lot of people would rely on the fact that something has been recorded in county documents to be a legal document. Now, maybe -- maybe I'm wrong.

But I would think that, you know -- I don't know Ms. Parker's background and how much she understood about the code or the law or anything like that, but to me it seems reasonable that she would have relied on that information that she did have a right to go forward with the property, so that's the way I'm basing my decision, would be that I do believe she felt she had the right to move forward, and so I would be in support of vesting for this five-acre parcel.

MS. CAIN: I just -- as Ms. Wiggins had stated the criteria, I was looking at it again. And the vested -- criteria for the vested rights, 2-6.7, it does make reference to

establishing the proposed use of the property meets the current supervision of Article 3, Chapter 5 at the time of vesting, and that actually is division of land.

And under one of those 5-3.2, it's the creation of new lots. "No new lots shall be created which require a variance or other exception to the requirements of the LDC, to find sufficient buildable area or other conditions necessary to use a lot for its intended purpose." And that's just one of the sections --

THE CHAIRMAN: Hasn't the lot already been created when she sold the other five acres?

MR. JONES: See -- see, that's the thing. If you want to -- if -- if you want to say, "Well" -- if you want to say that because the lot is recorded that that makes it a valid lot, that does not, that -- that we have -- so we have other issues. That does not make it a valid lot.

When they come to -- when they come to my office, I have to make sure that their lot meets all of the county -- all of this book (indicating) requirements.

On one of the -- one of the requirements is that you've got to -- fronting on a county right-of-way or if the proper road frontage. She was -- they were giving the ability to construct a home on the 10 acres.

Now, to . . . With all respect to Ms. Parker, the ability to further subdivide it or to further split because a survey was done or because a lot was recorded, that still does not nullify the requirements of the Land Development Code. It happens all of the time with -- with -- with us, and -- and -- and we have to tell them that you still got to meet the requirements of the Land Development Code.

Just like when y'all do the rezoning cases, you'll tell them that the site plan review and the DOIC, all of the requirements are substantial.

My county planners. We tell them that as well, that -- and we've got to have -- and to -- and to -- and to -- and to continue in a -- a -- a challenge is not making the situation better. It is continuing with something that's a problem. And that's all -- that's all respectfully said to Ms. Parker and to this

board, that that's why we have to be careful with nullifying this -- this -- this book.

MS. CAIN: And the continuation of that division of land, "Additionally unless established through the family conveyance exception of this section, the creation of any new lot shall comply with the following: One is zoning compliance. Two is the right-of way frontage. And three is subdivision review. And it talks about family . . .

MS. PARKER: Can I talk one more time?

THE CHAIRMAN: Yes.

MS. PARKER: Okay. So I have a letter in that -- in my file that talks about this is not a county-maintained road but the county does do whatever on Gibson Road there, the entire road, and it's huge.

What I want to say is this: The very first survey done -- and I'm not counting on this survey, but the very first survey done in April of '02 on that 10 acres, Horace gave me permission in November to split that 10 acres before I bought a permit in December.

I have the next survey done, which is the foundation survey of two five-acre parcels of

lot -- of land.

I don't know how many times I can beat this dead horse, by that's the honest to God -- that's the end of my story. I bought it, got permission to build on five of it, bought a permit, have a foundation survey with five and five, and a mortgage on the five.

Now, what transpires along the way and the laws and articles, I don't know. All I know is that under guidance, I went to one meeting for a preapplication. I went to a next meeting for a vested rights because I'm trying to be guided through this process.

This is costing me more and more and more money. I pay my property taxes every year. I have -- I do everything I'm supposed to do to that land. And I've been guided as to what my approaches are.

And then I'm told, "Okay. Come to this vested rights things. And I do. And I bring forth everything I know to bring. And now I've got to sit and look at ordinance changes and this, that and the other, which I'm not complaining, but I'm just saying, you know, I'm not stupid. I've been a resident and a

contractor in this county for many years. If you got in there right now, I've got a confidence quorum. I've got two on record.

I'm not dumb. I knew not to, but I would have never landlocked myself out of five acres of property. I would not have done it.

And so, you know, we're looking at time lines. We're looking at laws. I mean, I've got some, too, you know. And so I just want to make sure you guys understand. I'm not trying to shoot myself in the foot. I mean, when -- I did it according to good business sense, I thought.

THE CHAIRMAN: Yes, ma'am. Thank you.

As the parcel sits right now, with all of these issues that go along with it, nothing can be constructed on the property? It has to remain as a vacant property at this point?

MS. CAIN: It does not meet the one per 20 agricultural zoning.

THE CHAIRMAN: Okay. So it just has to be used for trees or farming or whatever you could do on five acres. It could be --

MS. CAIN: Under AG.

THE CHAIRMAN: -- no exceptions made to allow for a residence to be built on it.

MR. JONES: It just doesn't meet the requirements.

THE CHAIRMAN: Okay. I understand. I know that you are presenting what you have to present according to the current code. And the board up here has to make a decision based on what they think is right.

And, you know, like I said, after this case, it may go for appeal. You know, the Board of County Commissioners may get it, and they may not agree with us. They may change it. It may go to appeal after that. So I mean, there's a lot of things that can happen, but I think we just -- I think we've heard everything that we really need to hear. We just need to go ahead and make a decision, so . . .

Yes, Mr. Rushing.

MR. RUSHING: I'd like to go ahead and make a motion on this case to accept the conveyance per the applicant's request.

THE CHAIRMAN: Thereby vesting rights in the parcel?

MR. RUSHING: Yes.

THE CHAIRMAN: Okay.

MR. FEARS: Second.

THE CHAIRMAN: Motion and a second. Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

UNIDENTIFIED BOARD MEMBER: Nay.

THE CHAIRMAN: All right. So we have four.

Mr. Clay, did you vote yes, I believe?

MR. CLAY: I voted yes.

THE CHAIRMAN: Okay. We have four in favor and one opposing, so the motion does carry to move forward to the Board of County Commissioners.

Now, the Board of County Commissioners is their own board. They basically can do what they want, and it may get changed or tabled up there, but okay.

MS. PARKER: Thank you.

THE CHAIRMAN: All right. Thank you.

(Hearing concluded at 11:54 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 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. D.**
Meeting Date: 04/04/2017
Issue: A Public Hearing Concerning Vested Rights Determination
Organization: Development Services

RECOMMENDATION:
That the Planning Board review and make recommendation to the Board of County Commissioners (BCC) on the following Vested Rights case:

Case No.:	**VRD-2017-01**
Project Address:	9300 Blk Gibson Road
Property Reference No.:	24-3N-32-1301-001-001
Zoning District:	Agr
FLU Category:	AG
Vested Rights for:	Land Use
Applicant:	Constance Parker

BACKGROUND:
In 2002, the Applicant purchased a ten acre parcel of land that was a portion of an 85± acre lot-of-record. While the future land use and zoning both called for minimum 20 acre lots, the Applicant pulled a permit in 2003 and built a home on the west half of the ten acre parcel. The western five acre portion containing the home was sold in 2005 and that same year the Applicant became the sole owner of the remaining eastern five acres. The Applicant has since paid taxes on the five acres in question and states that she believed it to be a buildable lot.

In 2017, the Applicant approached Planning staff regarding permitting a home on the parcel and was told that the parcel is non-conforming with future land use and zoning and a building permit can not be issued. Staff reviewed with the Applicant the idea of seeking a future land use change along with a rezoning to make the parcel conforming. This option would prove difficult as either change would result in an isolated district and would be a considerable cost while providing no assurance of a positive outcome.

Faced with these options, the Applicant is requesting to be vested with

development rights for the non-conforming five acre parcel.

CRITERIA FOR VESTED RIGHTS:

LDC 2-6.7 Vested Rights. It is the intent of the Land Development Code to provide a mechanism for the granting of an equitable vested right according to the provisions of this section when a landowner asserts that sufficient development activity, once lawful under applicable land use regulations but now contrary to their terms, has occurred so that the landowner is entitled to a development right. An owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 3, Chapter 5 at the time of vesting.

CRITERION 1:

LDC 2-6.7(1) The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

FINDINGS:

Staff research has found no permit or other development approval for the parcel in question.

LDC 2-6.8(f) Limitation on vested rights. A determination of vested rights shall expire and be null and void unless construction of improvements, if any, are commenced pursuant to a development order within 18 months after the issuance of the determination of vested rights.

CRITERION 2:

LDC 2-6.7(2) The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that

have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

FINDINGS:

The Applicant contends that her expense in taxes and surveys for the parcel have vested her with development rights. She also has stated her belief that since the County granted a permit on the western five acres, she believed the eastern five acres were buildable as well.

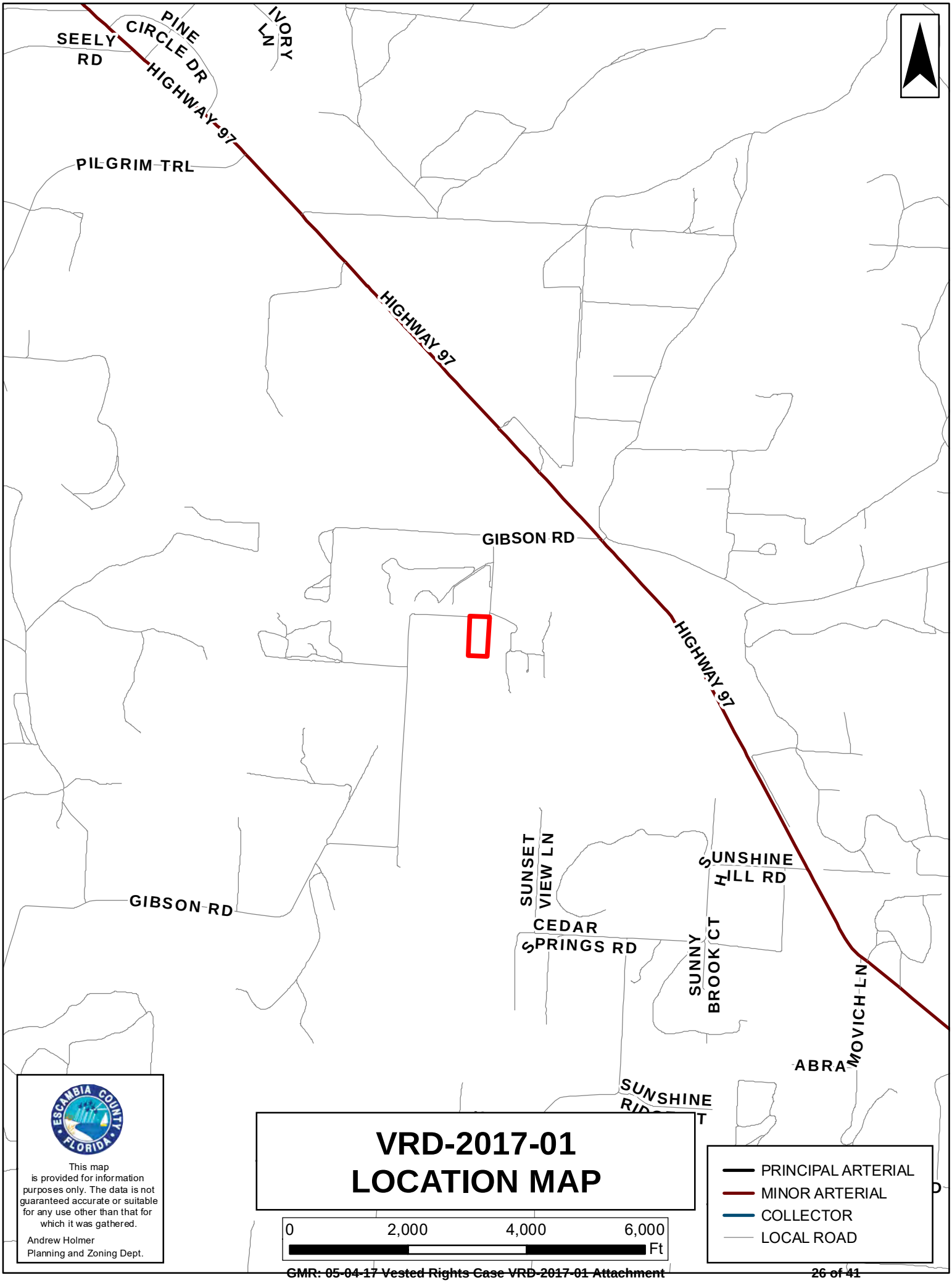
In a review of the permit issued for the western parcel, staff found mention that the permit was granted based on the Land Development Code family conveyance provision (Sec. 5-3.2(d)) which states:

Family conveyance exception. No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

Because this provision has already been applied to the parent ten acres, it is not available for the remaining parcel.

Attachments

VRD-2017-01


SEELY RD
PINE CIRCLE DR
IVORY LN
HIGHWAY 97
PILGRIM TRL
HIGHWAY 97
GIBSON RD
HIGHWAY 97
GIBSON RD
SUNSET VIEW LN
SUNSHINE HILL RD
CEDAR SPRINGS RD
SUNNY BROOK CT
ABRAMOVICH LN
SUNSHINE RIDGE CT
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.
VRD-2017-01
LOCATION MAP
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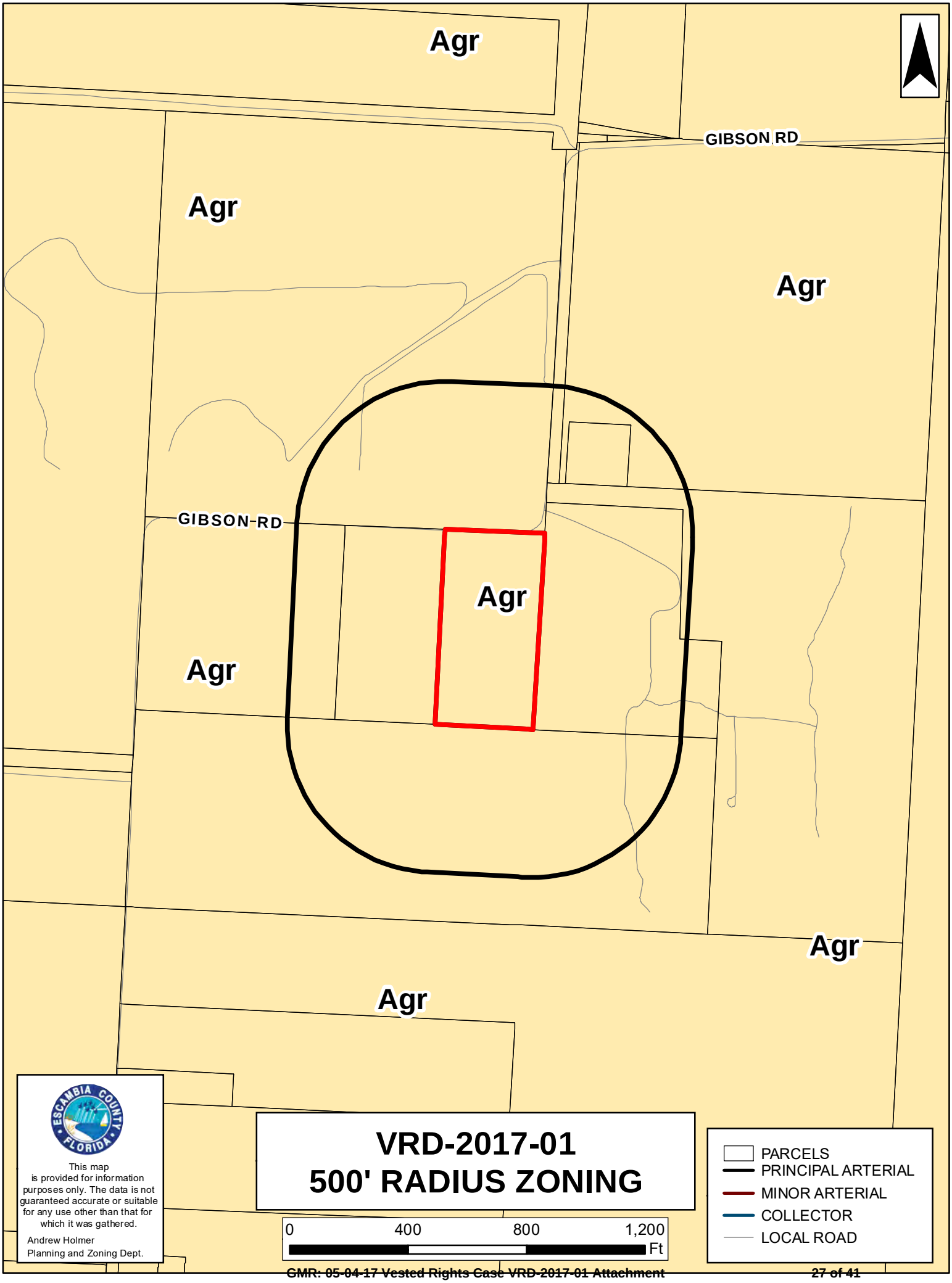
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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VRD-2017-01
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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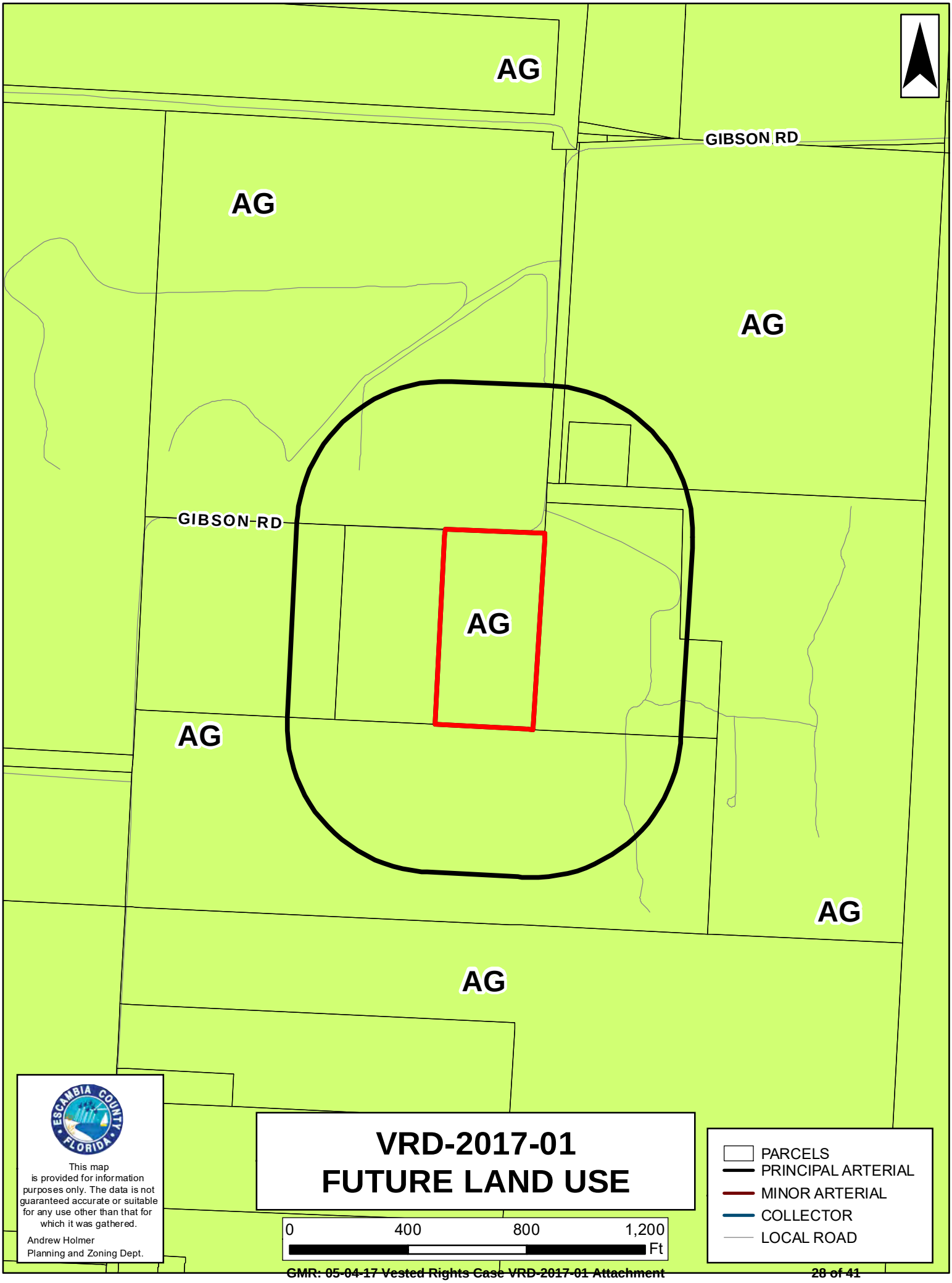
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VRD-2017-01
FUTURE LAND USE
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.

VRD-2017-01
AERIAL MAP

0 300 600 900 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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Andrew Holmer
Planning and Zoning Dept.

February 28, 2017

To Escambia County

Re: Parcel # 24-3N-32-1301-001-001 (Gibson Rd. 5 Acre parcel)

To Whom It May Concern

In 2002 I purchased a 10 acre parcel of property from a Mr. Hall. Please see attached survey. I sold the house and 5 acres in 2005 and kept the other 5 acre parcel. On September 26th 2005 I gained full ownership of the remaining parcel and the deed is attached. Since 2005 I have paid property taxes, kept the land maintained, paid for new surveys and operated as though it was a buildable lot.

Connie Parker

Development Services Department
Escambia County, Florida

VESTED RIGHTS DETERMINATION APPLICATION

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

Owner(s) Name: Constance Parker Phone: 850-572-5280

Address: 2363 Stallion rd. Cantonment FL 32533 Email: conecf15@cox.net

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

Property Address: Gibson Rd. Molino FL 32577

Property Reference Number(s)/Legal Description: 24-3N-32-1301-001-001

NOTE TO THE APPLICANT

THE BURDEN OF PROOF FALLS UPON THE APPLICANT to submit, as attachments to this application, any and all substantial competent evidence on which reliance is being made to seek a determination that certain actions by Escambia County have led to the creation of vested rights. This shall include but is not limited to maps, letters, memorandums, etc. Applications, which do not substantiate the claim against the criteria, will delay the process.

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 authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Constance Parker Printed Name of Owner	2-28-17 Date

STATE OF Florida COUNTY OF escambia

The foregoing instrument was acknowledged before me this 28 day of February 20 17,

by Constance Parker.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: DL # P626-101-65-769-1

Judy Denise Halstead
Signature of Notary
(notary seal must be affixed)

Judy Denise Halstead
Printed Name of Notary

JUDY DENISE HALSTEAD
Commission # FF 928313
Expires October 18, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

FOR OFFICE USE ONLY CASE NUMBER: VRD-2017-01

Meeting Date(s): April 4, 2017 Accepted/Verified by: Denise Halstead Date: 2-28-17

Fees Paid: $ 700.54 Receipt #: 687492 Permit #: PBA170200005

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

04-29-15

Recorded in Public Records 10/12/2005 at 10:16 AM OR Book 5751 Page 1818, Instrument #2005431542, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Prepared by: Connie Hatch
9350 Gibson rd
Molino FL 32577

RECORDING REQUESTED BY: CONSTANCE P. HATCH
AND WHEN RECORDED MAIL TO:
9350 GIBSON RD.
MOLINO, FL. 32577

CONSIDERATION: $ 0.00
PROPERTY TRANSFER TAX $ 0.00
Assessor's parcel No.: _____

QUIT CLAIM DEED

Christopher L. Hatch, a married person for the consideration of $0.00 dollars hereby remise , release and forever quitclaim to Constance P. Hatch a married person as grantee the real property located at 9350 Gibson Rd. Molino, Fl 32577. See attached legal Description described in Exhibit "A" to this Quit-Claim Deed.

On this 26th **day of** September, **2005, in the county of Escambia ,State of Florida I/We herewith sign this Quit Claim Deed.**

Witness
Celeste V. Campbell

Witness
Catherine Nobles

Christopher L. Hatch
H320-112-66-372-0

State of Florida

County of Escambia

On this day the 26th **day of** September **2005, before me, the undersigned, a notary public in and for said county and state, personally appeared Christopher L. Hatch Personally known to me to be that person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person executed the instrument**

WITNESS my hand and official seal

Celeste Vierling Campbell
Commission #DD231778
Expires: Jul 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Signature Of Notary

EXHIBIT "A"

The East 1/2 of the East 1/2 of the following; The North 1/2 of the Southwest 1/4, of the Northeast 1/4, of section 24, Township 3 North, Range 32 West, Escambia County, Florida, containing 5.0 Acres More or Less

Christopher L. Hatch

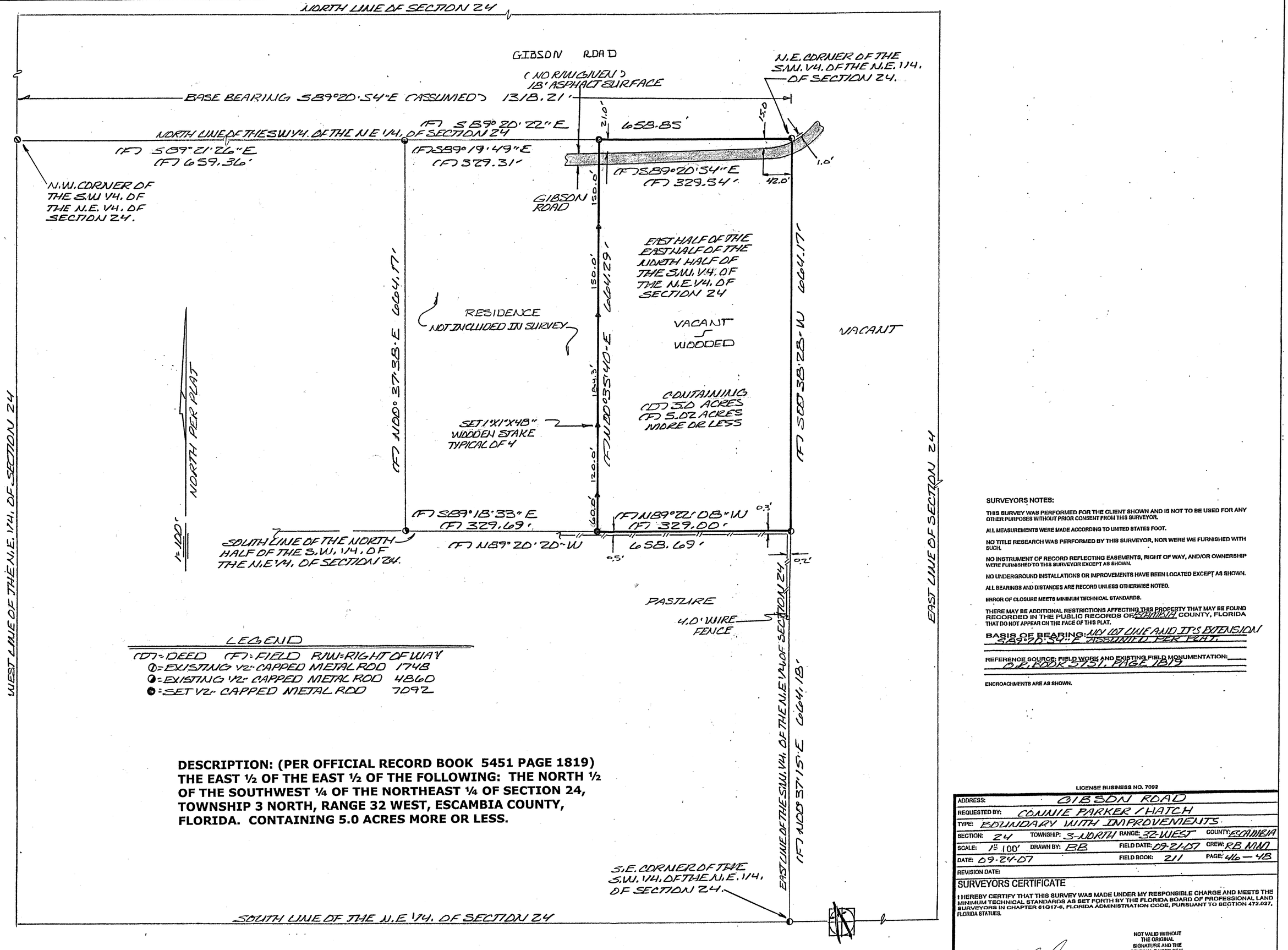
26 Sept 05
Date

personally known to me,

Celeste Viveiros Campbell, Escambia County

Celeste Viveiros Campbell
Commission #DD231778
Expires: Jul 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Comm Exp. 7-13-07



LEGEND

(D)=DEED (F)=FIELD R/W=RIGHT OF WAY
●=EXISTING 1/2" CAPPED METAL ROD 1748
●=EXISTING 1/2" CAPPED METAL ROD 4860
●=SET 1/2" CAPPED METAL ROD 7092

DESCRIPTION: (PER OFFICIAL RECORD BOOK 5451 PAGE 1819)
THE EAST ½ OF THE EAST ½ OF THE FOLLOWING: THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT.

NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

BASIS OF BEARING: NW LOT LINE AND IT'S EXTENSION S89°20'54"E ASSUMED PER PLAT.

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; O.R. BOOK 5451, PAGE 1819

ENCROACHMENTS ARE AS SHOWN.

SWINNEY & ASSOCIATES, INC.
218 HENRY STREET
PENSACOLA, FLORIDA 32507
(850) 453-4261 FAX: (850) 458-2630
D.SWINNEY@WORLDNET.ATT.NET

LICENSE BUSINESS NO. 7092

ADDRESS:	GIBSON ROAD		
REQUESTED BY:	CONNIE PARKER / HATCH		
TYPE:	BOUNDARY WITH IMPROVEMENTS		
SECTION: 24	TOWNSHIP: 3-NORTH	RANGE: 32-WEST	COUNTY: ESCAMBIA
SCALE: 1"=100'	DRAWN BY: BB	FIELD DATE: 09-21-07	CREW: RB NM
DATE: 09-24-07		FIELD BOOK: 211	PAGE: 46 — 48
REVISION DATE:			

SURVEYORS CERTIFICATE

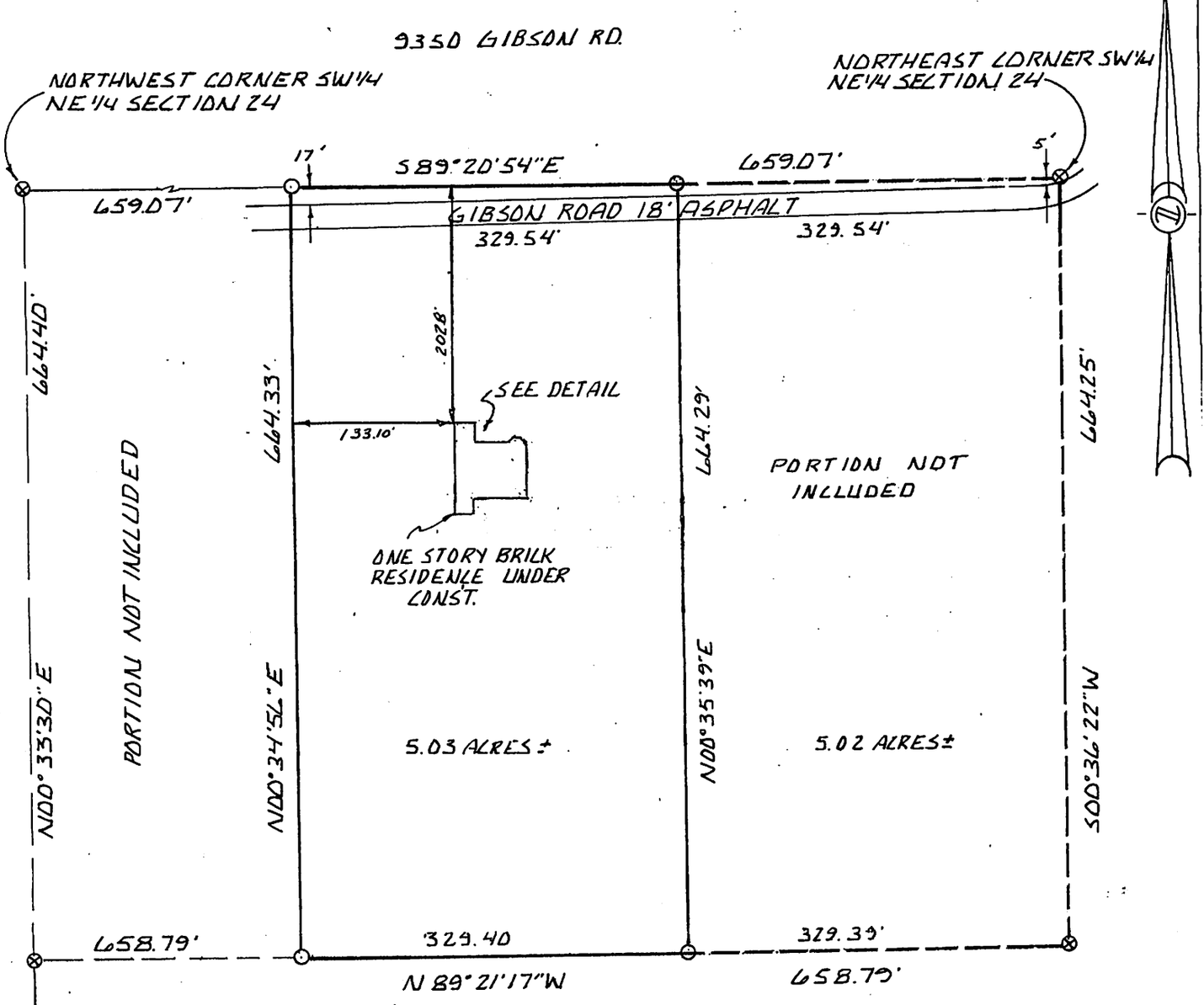
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES.

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

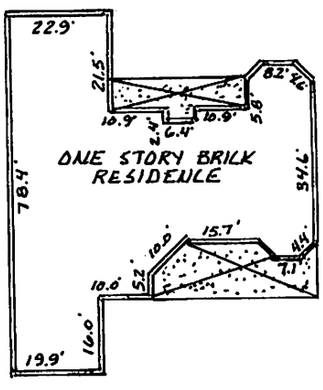
DAVID MARK SWINNEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 5041
STATE OF FLORIDA

DRAWING NUMBER: 07-1143B

9350 GIBSON RD.



DETAIL SCALE 1"=30'



LEGAL DESCRIPTION;
THE WEST ½ OF THE EAST ½ OF THE FOLLOWING; THE NORTH ½ OF THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 5.0 ACRES MORE OR LESS.

LEGEND;
R/W= RIGHT OF WAY
(D)= DEED, (F)= FIELD
⊗...EXISTING ½" CAPPED METAL RON #4860
○...SET ½" CAPPED METAL ROD #4860.
●...EXISTING ½ CAPPED METAL ROD #1748

SOUTHWEST CORNER SW ¼ OF THE NE ¼, SECTION 24 TOWNSHIP-3-NORTH RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA

CERTIFIED TO;
FIRST NATIONAL BANK OF FLORIDA
CONSTANCE P. & CHRISTOPHER L. HATCH
RELIABLE LAND TITLE CORPORATION
COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALL DISTANCES AND DIRECTIONS ARE PER PLAT OR DEED VERIFIED UNLESS OTHERWISE NOTED. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, AND UNDERGROUND PORTION OF FOUNDATIONS, FOOTINGS OR ANY OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED.

BASIS OF BEARING: EAST LINE SECTION 24 (ASSUMED)	SOURCE OF INFORMATION: DEED & SECTIONAL DATA

REVISIONS	DATE
FOUNDATION	4-2-04
FINAL	9-29-04

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

P. E. Polhill

PRESTON E. POLHILL PROFESSIONAL LAND SURVEYOR #4860

VALID ONLY WITH EMBOSSED SEAL AND SIGNATURE

SCALE	TYPE	FIELD DATE	FIELD BOOK/PAGE	ORDER #
1"=100'	BOUNDARY	4-10-02	351/58+64	02-02-10-B

02-05-10

PRESTON E. POLHILL LAND SURVEYING, INC.

4220 MORELIA PLACE
PENSACOLA, FLORIDA 32504

PHONE (850) 494-0043
FAX (850) 475-0888

MEMBER BETTER BUSINESS BUREAU OF NORTHWEST FLORI

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

RECEIPT

Receipt No. : **687492**

Date Issued. : 02/28/2017
Cashier ID : DAROSE

Application No. : PBA170200005

Project Name : VRD-2017-01

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	2862	$700.54	App ID : PBA170200005
		$700.54	Total Check

Received From : CONNIE PARKER
Total Receipt Amount : **$700.54**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PBA170200005	780891	700.54	$0.00	9300 BLK GIBSON RD, MOLINO, 32577

Total Amount :	**700.54**	$0.00	Balance Due on this/these Application(s) as of 2/28/2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Applicants Exhibit A (Receipt) Exhibit B

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/4/17

Rezoning Quasi-judicial Hearing
Rezoning Case #: VRD-2017-01 **OR**

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Connie Parker Applicant

*Address: 2693 Stallion Rd *City, State, Zip: Cantonment FL 32533

Email Address: concafls@cox.net Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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: 4/4/17

Rezoning Quasi-judicial Hearing
Rezoning Case #: VRD-2017-01

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: ROGER ELLIOTT

*Address: 9280 GIBSON RD *City, State, Zip: MOLINO, FL 32577

Email Address: RELLIOTT@GREENCEDARSFARM.COM Phone: 850-698-0107

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

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Applicant Exhibit A

12761
969.84

ESCAMBIA COUNTY - * LIVE *

em 1 of 3 PERMIT RECEIPT OPERATOR: vhowens
COPY # : 1

Sec:24 Twp:3N Rng:32 Sub: Blk:000 Lot:000
PARCEL ID .....: 243N321301000000

DATE ISSUED.....: 12/10/2003
RECEIPT #.....: 213602
REFERENCE ID # ...: 03121021

SITE ADDRESS .....: 9350 GIBSON RD
SUBDIVISION .....:
CITY .....: MOLINO FL
IMPACT AREA .....:

OWNER .....: HATCH CONNIE
ADDRESS .....: 2767 SHERRILANE DR
CITY/STATE/ZIP ...: CANTONMENT, FL 32533

RECEIVED FROM ....: PARKER CUSTOMER HOME
CONTRACTOR .....: LIC # *OWNER*
COMPANY .....: HATCH CONNIE
ADDRESS .....: 2767 SHERRILANE DR
CITY/STATE/ZIP ...: CANTONMENT, FL 32533
TELEPHONE .....:

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
PRMTAPP	FLAT RATE	1.00	27.00	0.00	27.00	0.00
NEWCONR	SQ FT	3,800.00	228.00	0.00	0.00	228.00
SCBPR	SQUARE FEET	3,786.00	17.04	0.00	0.00	17.04
SCDCA	SQUARE FEET	3,786.00	17.98	0.00	0.00	17.98
REERES17	FLAT RATE	1.00	25.00	0.00	25.00	0.00
SCRETAIN	SQUARE FEET	3,786.00	2.84	0.00	0.00	2.84
DRAIN17	FLAT RATE	1.00	52.50	0.00	52.50	0.00
SETBACKR	FLAT RATE	1.00	8.00	0.00	0.00	8.00
ANDUSE2R	FLAT RATE	1.00	70.00	0.00	70.00	0.00
PLANCK	1/2 PERMIT FE	228.00	114.00	0.00	114.00	0.00
SITINSPR	SQUARE FEET	3,786.00	54.00	0.00	0.00	54.00
TAL PERMIT :			616.36	0.00	288.50	327.86

ICE ID	DESCRIPTION	VOICE ID	DESCRIPTION
103	BUILDING FINAL	104	BUILDING FOOTER INSPECTION
105	FOUNDATION	106	BUILDING (STRUCTURAL) FRAMING

Applicant Exhibit B

BUILDING INSPECTIONS DEPARTMENT
PERMITTING DIVISION

Land Use Verification Form
for *Unincorporated* Escambia County

Type of Request: ☐ Office Visit ☐ Fax ☐ Phone ☐ Mail Date: _____

Requestor	
Name:	
Organization:	
Street:	
City:	**State:**
Phone Number:	**Fax Number:**

Property Information					
Property Address:					
Property Reference Number:					
Section: 24	**Township:** 3N	**Range:** 32	**Parcel:** 301	**Lot:** 000	**Block:** 000
Description of desired land use or development activity:					

Verification Information (Office Use Only)			
Zoning District: VAC-1		**Future Land Use Category:** AC	
Overlay District: NA		**Airport Environ:** NA	
Is the desired land use or development activity specified above?		**Yes ( )**	**No ( )**
Is the desired use or development activity specified above a permitted use on the specified property?		**Yes ( )**	**No ( )**

If the question above is marked "No", the following action(s) may offer a remedy? ( ) Rezoning ( ) Variance ( ) Conditional Use Approval ( ) Vested Rights Determination ( ) Other _____

Comments:

Property can be split per Family Conveyance

This verification relates to permitted zoning and desired development activity for the specified property and is provided for information purposes only. This form does not imply or confer development rights for either the desired use or any other activity on the specified parcel. Prior to the issuance of any permits, the applicant must submit a complete application to the County and must comply with all other applicable State and Local regulations.

Verified by: _____ 11-18-03

Date and time information provided to requestor:

☐ Hand Delivered ☐ Phoned

☐ Faxed ☐ Mailed

3/02

3300 N. Pace Boulevard, Pensacola, FL 32505
Phone (850) 595-3461 Fax (850) 595-3557

County Exhibit A

Building Permit ID: 03121021

Menu Save Reset Summary Help

Application No.
03121021

Type
Building/Residential/New/Na

Status
Closed

Application Name

Opened Date
12/10/2003

Detailed Description
SFD*FAMILY CONVEYANCE*ONWER HAS 10 ACRES********** NO ON HWY 29 WEST ON HWY 97 APPROX 2 MILE DOWN T/L ON GIBSON APPROX 1 & HALF JOB SITE ON LEFT NEEDS:ELEC,MECH,PLBG,RFG,FOOTER & FOUNDATION BM:GREEN

Tracking #
3121021

Completed by Staff Current User
--Select--

Completed by Department Current Departmer
--Select--

Total Fee Invoiced
643.36

Total Pay
643.36

Balance
0.00

Livelink #

Record ID
03RAC-00000-06989

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12108 **Growth Management Report 11. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/04/2017
Issue: 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3 and 5, Regarding Lots of Record
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3 and 5, Regarding Lots of Record

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, Zoning Regulations and Chapter 5, General Development Standards, to establish conditions for dividing lots of record and authorizing single-family dwellings thereon.

BACKGROUND:

Although the LDC defines "lot of record" to establish a baseline from which to evaluate all future divisions of existing parcels of land, and vests each lot of record with the right of use for a single-family dwelling, amendments are necessary to clarify the conditions for residential development of such lots. More specifically, LDC amendment is needed to clarify the application of density and other zoning district site and building requirements, and the standards for lot creation, to lots created through the division of a lot of record, especially division by a public right-of-way.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. 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: Lots of record

Date: 3/6/17

Date requested back by: 3/9/17 for 4/4/17 PB

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by M. Crawford, ACA

Date Received: 3/9/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- Please see changes Draft MDC 1
- Please advise re: comments page 2 Sec 3-1.4(d)

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, ZONING REGULATIONS, SECTION 3-1.4 ALLOWED USES AND SECTION 3-1.5 SITE AND BUILDING REQUIREMENTS, TO ESTABLISH CONDITIONS UNDER WHICH SINGLE-FAMILY DWELLINGS MAY BE AUTHORIZED ON EXISTING LOTS OF RECORD AND ON LOTS CREATED BY THEIR DIVISION, AND TO ESTABLISH EXCEPTIONS IN THE CALCULATION OF RESIDENTIAL DENSITY FOR LOTS OF RECORDS; AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, SECTION 5-3.2 GENERAL PROVISIONS,TO ESTABLISH AN EXCEPTION TO LOT CREATION REQUIREMENTS FOR LOTS CREATED THROUGH THE DIVISION OF EXISTING LOTS OF RECORD BY PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has established regulations for the division of land to promote sound communities and healthful living environments; and

WHEREAS, within the Code, the Board has defined “lot of record” to establish a baseline from which to evaluate all future divisions of existing parcels of land within the county; and

WHEREAS, within the Code, the Board has established a vested right of a single-family dwelling on each lot of record; and

WHEREAS, the Board finds that amendments to the Code are necessary and beneficial to clarify the conditions of single-family development of lots of record and lots created by their division.

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, Zoning Regulations, Article 1, General Provisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-1.4 Allowed uses.

(a) Generally. The uses of land and structures are limited to those identified within the applicable zoning district as "permitted uses" or "conditional uses," and to their valid accessory uses, unless other uses are secured through applicable vesting and nonconformance or temporary use provisions of the LDC. Uses not so identified or secured are prohibited, and the conducting of any prohibited use is a violation of the LDC punishable as provided by law and ordinance. The burden is on the landowner, not the county, to show that a use is allowed. Even when allowed, uses are subject to the general development standards of Chapter 5 and the use and location regulations established in Chapter 4.

(b) Conditional uses. The identification of a use as conditional within a zoning district is an indication that, given certain existing or imposed conditions, the use may be appropriate for some locations in that district. The appropriateness of the use is determined through discretionary county review of an applicant's demonstration that specific conditions will assure compatibility with surrounding uses. Conditions applicable to all conditional uses are established in the conditional use process provisions of Chapter 2. Additional conditions applicable to a specific use may be established by the LDC where the conditional use is established.

(c) Accessory uses and structures. Uses and structures accessory to permitted uses and approved conditional uses are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise prohibited by the applicable zoning district. Where more than one zoning district applies to a parcel, an accessory use or structure may not be established in one zoning district to serve a primary use in the other district if the principal use is not allowed in the district in which the accessory use is located.

(d) Single-family dwellings and lots of record. A single-family dwelling is a vested and conforming ~~as the~~ principal use on any ~~for an~~ existing lot of record within any ~~is a conforming use regardless of the~~ zoning district and ~~or~~ future land use category, regardless of applicable density, available lot access, and lot width along any street right-of-way. ~~A building permit may be issued for such a dwelling on any nonconforming lot of record if the dwelling complies with all other applicable regulations.~~ A single-family dwelling may be authorized for construction on a lot of record in compliance with all remaining applicable requirements of the LDC. Additionally, where a lot of record is completely divided by and along the boundary of an existing public right-of-way, the two separate areas of the lot may each be authorized for a single-family dwelling, regardless of density, lot width, and whether the two areas are retained in common ownership.

(e) Mix of uses. Unless clearly indicated otherwise in the LDC, the identification of multiple permitted or conditionally permitted uses within a zoning district allows any mix of those uses within an individual development, parcel, or building, regardless of any designation or other characterization of the district as mixed-use. A mix of

uses generally does not modify the development standards and regulations applicable to any individual use within the mix.

(f) Classifying uses. Classifying a particular land use is the discretionary process of determining whether the use is one already identified in the LDC as allowed by right (permitted use) or by special approval (conditional use).

(1) Information. The Planning Official, or Board of Adjustment (BOA) on appeal, shall obtain the information necessary to accurately classify a use. At a minimum, the applicant shall describe in writing the nature of the use and the county shall utilize public records, site investigations and other reliable sources of information, including the *Land-Based Classification Standards* of the America Planning Association and the *North American Industry Classification System* (NAICS) of the U.S. Department of Commerce.

(2) Rules for classification. Classifying a use is not specific to any individual site, project or applicant, but shall be appropriate and valid for all occasions of the use. Use classification shall be guided by Chapter 1 provisions for interpreting the LDC and the following rules:

a. If a use is defined in the LDC, that definition shall be applied to the classification.

b. The reviewing authority shall not read an implied prohibition of a particular use into a classification.

c. Classification is limited to giving meaning to the uses already allowed within the applicable zoning district. No policy determinations shall be made on what types of uses are appropriate within the district.

d. When the use regulations are ambiguous, the purpose and intent of the zoning district and the nature of the uses allowed within it shall be considered.

e. Classification is not based on the proximity of the proposed use to other uses.

f. The use or activity determines the classification, not property ownership, persons carrying out the use or activity, or other illegitimate considerations.

g. Generally, the function rather than the form of a structure is relevant to its classification.

(3) Determinations. All classifications determined by the Planning Official shall be recorded to ensure consistency with future classifications. A use not determined to be one specifically identified in the LDC as permitted or conditionally permitted may be proposed to the Planning Board for consideration of subsequent zoning district use amendment.

(g) Temporary uses and structures. Temporary uses and structures are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise modified or prohibited by the applicable zoning district.

DRAFT

(h) Outdoor storage. Outdoor storage is allowed as prescribed by the supplemental use regulations of Chapter 4 unless modified or prohibited by the applicable zoning district.

(i) Subdivision. The subdivision of land to accommodate the permitted uses or approved conditional uses of the applicable zoning district is allowed as prescribed by the standards of Chapter 5 unless otherwise prohibited by the district.

(j) Compassionate use of low-THC cannabis. Section 381.986, Florida Statutes (2014), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight.

(1) Intent. The intent of this article is to establish the criteria for the location and permitting of facilities that dispense low-THC cannabis by State authorized dispensing organizations in accordance with Section 381.986, Florida Statutes (2014) and Florida Administrative Code Chapter 64-4.

(2) Applicability. The provisions of this section shall be applicable in the unincorporated areas of Escambia County. This section shall only be construed to allow the dispensing of low-THC cannabis by a state-approved dispensing organization for medical use. The sale of cannabis or marijuana is prohibited in Escambia County except in accordance with this provision.

This provision does not exempt a person from prosecution in any criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

Sec. 3-1.5 Site and building requirements.

(a) Generally. Each zoning district establishes its own site and building requirements which define physical limits to the development of district parcels. These requirements, in combination with other district provisions, the use and location regulations of Chapter 4, and the general development standards of Chapter 5, define the limits for all development within the district.

(b) Modifications. Variances to the strict application of site and building requirements may only be granted according to the compliance review process prescribed in Chapter 2 if the variances maintain the stated purposes of the applicable zoning district and are not otherwise excluded by provisions of the LDC.

(c) Street frontage. For the application of site and building requirements and other LDC provisions to any lot with no street frontage the Planning Official shall determine a front lot line in consideration of lot orientation, access, and other

relevant conditions. The Planning Official shall also determine the appropriate rear lot line for any lot with multiple street frontages.

(d) Density. The number of dwelling or lodging units allowed within a parcel is determined by the product of the total (gross) development parcel area and the maximum density allowed by the applicable zoning district. When the calculated number of allowable units for a parcel results in a fraction greater than or equal to 0.5 units, rounding up to the next whole unit ~~number~~ is permitted ~~to allow a maximum of one additional unit~~. However, in the division of an existing lot of record for two single-family lots the product of the area and density for each proposed lot shall be at least one dwelling unit without rounding, unless the lots are created by the division of an existing public right-of-way. Regardless of the maximum density allowed, each ~~existing~~ lot of record is vested for a single-family dwelling as established in the preceding section ~~the principal use~~.

(e) Lot width and area. All new lots shall provide the minimum width and area required by the applicable zoning, except that parcels created for public utilities or preserved for recreation, conservation, or open space need only have width sufficient for access to that limited use. Any existing lot of record that contains less width or area than required by the applicable zoning district may be used for any use allowed within that district if the use complies with all other applicable regulations, including buffering and use-specific minimum lot area.

(f) Lot coverage. The maximum amount of impervious and semi-impervious coverage allowed for any lot is established by the minimum percent pervious lot coverage required by the applicable zoning district. The amount allowed by zoning remains subject to other limitations of the LDC and any approved stormwater management plan for the lot.

(g) Setbacks and yards. The minimum setbacks and yards for structures are those required by the applicable zoning district or as otherwise may be stipulated in SRIA lease agreements for lands on Pensacola Beach.

(1) Nonconformance. For a structure that is nonconforming with regard to any zoning required setback, a structural alteration, enlargement, or extension to it that creates no greater encroachment by distance into the substandard setback is not considered an increase in nonconformance and does not require a variance.

(2) Accessory structures. Accessory structures shall be limited to side and rear yards and be at least five feet from any interior side or rear lot line except where specifically allowed as encroachments. Accessory dwellings shall be limited to the setbacks required for the principal dwelling.

(3) Distance between dwellings. Where the applicable zoning district allows more than one dwelling on a single lot, the minimum horizontal distance between such dwellings shall not be less than twice the side yard distance required by the district, and the minimum distance between any structures shall not be less than the minimum required by the Florida Building Code.

DRAFT

(4) Encroachments by building features. Every part of a required yard shall be open from its lowest point to the sky, unobstructed except for the ordinary projection of sills, belt courses, cornices, buttresses, awnings, eaves and similar building features. No such projection shall extend more than 24 inches into any yard, except roof overhangs, awnings, outside stairways, and balconies which may extend up to 48 inches into any yard provided the building setback is otherwise at least 10 feet

(5) Encroachment of porch or terrace. An open, unenclosed and uncovered paved terrace or a covered porch may extend into the required front yard no more than 10 feet.

(h) Structure heights. The maximum structure heights allowed by the applicable zoning district are modified by the following:

(1) Agricultural structures. Structures such as cotton gins, granaries, silos, and windmills associated with permitted agricultural uses may exceed the district height limits if not in conflict with any applicable airport or airfield height restrictions.

(2) Rooftop structures. The district height limits do not apply to belfries, chimneys, church spires, cooling towers, elevator bulkheads, flag poles, television reception antennae, roof-mounted tanks, mechanical equipment rooms, or similar rooftop structures that comply with all of the following conditions:

a. They do not separately or in combination with other rooftop structures exceed 10 percent of the horizontal roof area.

b. They do not exceed applicable airport or airfield height restrictions.

c. They do not exceed otherwise applicable height limitations by more than 15 feet or 10 percent of actual building height, whichever is greater.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 3, Division of Land, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 5-3.2 General provisions.

(a) Approval required. The division of land requires County review and approval for compliance with the standards of this article unless the division is specifically identified in the LDC as exempt from these standards.

(b) Modification of standards. Variances to the strict application of the standards of this article are not available from the Planning Official, BOA or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within accepted standards of engineering practice to allow for modifications that maintain the stated purposes of the article.

(c) Creation of new lots. No lot shall be created which requires a variance or ~~an~~other exception to the requirements of the LDC to provide sufficient buildable area or other conditions necessary to use the ~~a~~ lot for its intended purposes. Additionally, unless established through the family conveyance exception of this section or the division of a lot of record into two single-family lots by an existing public right-of-way as authorized in Article 1 of Chapter 3, the creation of any new lot shall comply with the following:

(1) Zoning compliant. Each lot provides the minimum lot area and dimensions required by the applicable zoning district.

(2) Right-of-way frontage. Each lot fronts on a public or private right-of-way, whether improved or unimproved, which conforms to the definition of "street" in Chapter 6. Although such right-of-way typically affords the principal means of lot access, frontage along a right-of-way does not authorize or require access to that street.

(3) Subdivision review. The creation of lots by the division of a parcel into three o rmore contiguous lots shall comply with the subdivision standards of this article and shall be reviewed for compliance as prescribed in Chapter 2.

(d) Family conveyance exception. No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

(e) Completion of platting. Unless otherwise exempt under provisions of the LDC, before any lot may be sold or before any building permit is issued to construct improvements on any lot that makes reference to the final plat, the plat shall be approved by the Board of County Commissioners (BCC) and recorded in the public records of Escambia County.

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 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.

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 Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

DRAFT

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, ZONING REGULATIONS, SECTION 3-1.4 ALLOWED USES AND SECTION 3-1.5 SITE AND BUILDING REQUIREMENTS, TO ESTABLISH CONDITIONS UNDER WHICH SINGLE-FAMILY DWELLINGS MAY BE AUTHORIZED ON EXISTING LOTS OF RECORD AND ON LOTS CREATED BY THEIR DIVISION, AND TO ESTABLISH EXCEPTIONS IN THE CALCULATION OF RESIDENTIAL DENSITY FOR LOTS OF RECORDS; AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, SECTION 5-3.2 GENERAL PROVISIONS,TO ESTABLISH AN EXCEPTION TO LOT CREATION REQUIREMENTS FOR LOTS CREATED THROUGH THE DIVISION OF EXISTING LOTS OF RECORD BY PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has established regulations for the division of land to promote sound communities and healthful living environments; and

WHEREAS, within the Code, the Board has defined “lot of record” to establish a baseline from which to evaluate all future divisions of existing parcels of land within the county; and

WHEREAS, within the Code, the Board has established a vested right of a single-family dwelling on each lot of record; and

WHEREAS, the Board finds that amendments to the Code are necessary and beneficial to clarify the conditions of single-family development of lots of record and lots created by their division.

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, Zoning Regulations, Article 1, General Provisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-1.4 Allowed uses.

(a) Generally. The uses of land and structures are limited to those identified within the applicable zoning district as "permitted uses" or "conditional uses," and to their valid accessory uses, unless other uses are secured through applicable vesting and nonconformance or temporary use provisions of the LDC. Uses not so identified or secured are prohibited, and the conducting of any prohibited use is a violation of the LDC punishable as provided by law and ordinance. The burden is on the landowner, not the county, to show that a use is allowed. Even when allowed, uses are subject to the general development standards of Chapter 5 and the use and location regulations established in Chapter 4.

(b) Conditional uses. The identification of a use as conditional within a zoning district is an indication that, given certain existing or imposed conditions, the use may be appropriate for some locations in that district. The appropriateness of the use is determined through discretionary county review of an applicant's demonstration that specific conditions will assure compatibility with surrounding uses. Conditions applicable to all conditional uses are established in the conditional use process provisions of Chapter 2. Additional conditions applicable to a specific use may be established by the LDC where the conditional use is established.

(c) Accessory uses and structures. Uses and structures accessory to permitted uses and approved conditional uses are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise prohibited by the applicable zoning district. Where more than one zoning district applies to a parcel, an accessory use or structure may not be established in one zoning district to serve a primary use in the other district if the principal use is not allowed in the district in which the accessory use is located.

(d) Single-family dwellings and lots of record. A single-family dwelling is a vested and conforming ~~as the~~ principal use on any ~~for an~~ existing lot of record within any ~~is a conforming use regardless of the~~ zoning district and ~~or~~ future land use category, regardless of applicable density, available lot access, and lot width along any street right-of-way. ~~A building permit may be issued for such a dwelling on any nonconforming lot of record if the dwelling complies with all other applicable regulations.~~ A single-family dwelling may be authorized for construction on a lot of record in compliance with all remaining applicable requirements of the LDC. Additionally, where a lot of record is completely divided by and along the boundary of an existing public right-of-way, the two separate areas of the lot may each be authorized for a single-family dwelling, regardless of density, lot width, and whether the two areas are retained in common ownership.

(e) Mix of uses. Unless clearly indicated otherwise in the LDC, the identification of multiple permitted or conditionally permitted uses within a zoning district allows any mix of those uses within an individual development, parcel, or building, regardless of any designation or other characterization of the district as mixed-use. A mix of uses generally does not modify the development standards and regulations applicable to any individual use within the mix.

(f) Classifying uses. Classifying a particular land use is the discretionary process of determining whether the use is one already identified in the LDC as allowed by right (permitted use) or by special approval (conditional use).

(1) Information. The Planning Official, or Board of Adjustment (BOA) on appeal, shall obtain the information necessary to accurately classify a use. At a minimum, the applicant shall describe in writing the nature of the use and the county shall utilize public records, site investigations and other reliable sources of information, including the *Land-Based Classification Standards* of the America Planning Association and the *North American Industry Classification System* (NAICS) of the U.S. Department of Commerce.

(2) Rules for classification. Classifying a use is not specific to any individual site, project or applicant, but shall be appropriate and valid for all occasions of the use. Use classification shall be guided by Chapter 1 provisions for interpreting the LDC and the following rules:

a. If a use is defined in the LDC, that definition shall be applied to the classification.

b. The reviewing authority shall not read an implied prohibition of a particular use into a classification.

c. Classification is limited to giving meaning to the uses already allowed within the applicable zoning district. No policy determinations shall be made on what types of uses are appropriate within the district.

d. When the use regulations are ambiguous, the purpose and intent of the zoning district and the nature of the uses allowed within it shall be considered.

e. Classification is not based on the proximity of the proposed use to other uses.

f. The use or activity determines the classification, not property ownership, persons carrying out the use or activity, or other illegitimate considerations.

g. Generally, the function rather than the form of a structure is relevant to its classification.

(3) Determinations. All classifications determined by the Planning Official shall be recorded to ensure consistency with future classifications. A use not determined to be one specifically identified in the LDC as permitted or conditionally permitted may be proposed to the Planning Board for consideration of subsequent zoning district use amendment.

(g) Temporary uses and structures. Temporary uses and structures are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise modified or prohibited by the applicable zoning district.

(h) Outdoor storage. Outdoor storage is allowed as prescribed by the supplemental use regulations of Chapter 4 unless modified or prohibited by the applicable zoning district.

(i) Subdivision. The subdivision of land to accommodate the permitted uses or approved conditional uses of the applicable zoning district is allowed as prescribed by the standards of Chapter 5 unless otherwise prohibited by the district.

(j) Compassionate use of low-THC cannabis. Section 381.986, Florida Statutes (2014), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight.

(1) Intent. The intent of this article is to establish the criteria for the location and permitting of facilities that dispense low-THC cannabis by State authorized dispensing organizations in accordance with Section 381.986, Florida Statutes (2014) and Florida Administrative Code Chapter 64-4.

(2) Applicability. The provisions of this section shall be applicable in the unincorporated areas of Escambia County. This section shall only be construed to allow the dispensing of low-THC cannabis by a state-approved dispensing organization for medical use. The sale of cannabis or marijuana is prohibited in Escambia County except in accordance with this provision.

This provision does not exempt a person from prosecution in any criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

Sec. 3-1.5 Site and building requirements.

(a) Generally. Each zoning district establishes its own site and building requirements which define physical limits to the development of district parcels. These requirements, in combination with other district provisions, the use and location regulations of Chapter 4, and the general development standards of Chapter 5, define the limits for all development within the district.

(b) Modifications. Variances to the strict application of site and building requirements may only be granted according to the compliance review process prescribed in Chapter 2 if the variances maintain the stated purposes of the applicable zoning district and are not otherwise excluded by provisions of the LDC.

(c) Street frontage. For the application of site and building requirements and other LDC provisions to any lot with no street frontage the Planning Official shall determine a front lot line in consideration of lot orientation, access, and other relevant conditions. The Planning Official shall also determine the appropriate rear lot line for any lot with multiple street frontages.

(d) Density. The number of dwelling or lodging units allowed within a parcel is determined by the product of the total (gross) development parcel area and the

maximum density allowed by the applicable zoning district. When the calculated number of allowable units for a parcel results in a fraction greater than or equal to 0.5 units, rounding up to the next whole unit ~~number~~ is permitted ~~to allow a maximum of one additional unit~~. However, in the division of an existing lot of record for two single-family lots the product of the area and density for each proposed lot shall be at least one dwelling unit without rounding, unless the lots are created by the division of an existing public right-of-way. Regardless of the maximum density allowed, each ~~existing~~ lot of record is vested for a single-family dwelling as established in the preceding section ~~the principal use~~.

(e) Lot width and area. All new lots shall provide the minimum width and area required by the applicable zoning, except that parcels created for public utilities or preserved for recreation, conservation, or open space need only have width sufficient for access to that limited use. Any existing lot of record that contains less width or area than required by the applicable zoning district may be used for any use allowed within that district if the use complies with all other applicable regulations, including buffering and use-specific minimum lot area.

(f) Lot coverage. The maximum amount of impervious and semi-impervious coverage allowed for any lot is established by the minimum percent pervious lot coverage required by the applicable zoning district. The amount allowed by zoning remains subject to other limitations of the LDC and any approved stormwater management plan for the lot.

(g) Setbacks and yards. The minimum setbacks and yards for structures are those required by the applicable zoning district or as otherwise may be stipulated in SRIA lease agreements for lands on Pensacola Beach.

(1) Nonconformance. For a structure that is nonconforming with regard to any zoning required setback, a structural alteration, enlargement, or extension to it that creates no greater encroachment by distance into the substandard setback is not considered an increase in nonconformance and does not require a variance.

(2) Accessory structures. Accessory structures shall be limited to side and rear yards and be at least five feet from any interior side or rear lot line except where specifically allowed as encroachments. Accessory dwellings shall be limited to the setbacks required for the principal dwelling.

(3) Distance between dwellings. Where the applicable zoning district allows more than one dwelling on a single lot, the minimum horizontal distance between such dwellings shall not be less than twice the side yard distance required by the district, and the minimum distance between any structures shall not be less than the minimum required by the Florida Building Code.

(4) Encroachments by building features. Every part of a required yard shall be open from its lowest point to the sky, unobstructed except for the ordinary projection of sills, belt courses, cornices, buttresses, awnings, eaves and similar building features. No such projection shall extend more than 24 inches into any yard, except roof overhangs, awnings, outside stairways, and balconies which

may extend up to 48 inches into any yard provided the building setback is otherwise at least 10 feet

(5) Encroachment of porch or terrace. An open, unenclosed and uncovered paved terrace or a covered porch may extend into the required front yard no more than 10 feet.

(h) Structure heights. The maximum structure heights allowed by the applicable zoning district are modified by the following:

(1) Agricultural structures. Structures such as cotton gins, granaries, silos, and windmills associated with permitted agricultural uses may exceed the district height limits if not in conflict with any applicable airport or airfield height restrictions.

(2) Rooftop structures. The district height limits do not apply to belfries, chimneys, church spires, cooling towers, elevator bulkheads, flag poles, television reception antennae, roof-mounted tanks, mechanical equipment rooms, or similar rooftop structures that comply with all of the following conditions:

a. They do not separately or in combination with other rooftop structures exceed 10 percent of the horizontal roof area.

b. They do not exceed applicable airport or airfield height restrictions.

c. They do not exceed otherwise applicable height limitations by more than 15 feet or 10 percent of actual building height, whichever is greater.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 3, Division of Land, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 5-3.2 General provisions.

(a) Approval required. The division of land requires County review and approval for compliance with the standards of this article unless the division is specifically identified in the LDC as exempt from these standards.

(b) Modification of standards. Variances to the strict application of the standards of this article are not available from the Planning Official, BOA or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within accepted standards of engineering practice to allow for modifications that maintain the stated purposes of the article.

(c) Creation of new lots. No lot shall be created which requires a variance or ~~an~~other exception to the requirements of the LDC to provide sufficient buildable area or other conditions necessary to use the ~~a~~ lot for its intended purposes. Additionally, unless established through the family conveyance exception of this section or the division of a lot of record into two single-family lots by an existing public right-of-way

as authorized in Article 1 of Chapter 3, the creation of any new lot shall comply with the following:

(1) Zoning compliant. Each lot provides the minimum lot area and dimensions required by the applicable zoning district.

(2) Right-of-way frontage. Each lot fronts on a public or private right-of-way, whether improved or unimproved, which conforms to the definition of "street" in Chapter 6. Although such right-of-way typically affords the principal means of lot access, frontage along a right-of-way does not authorize or require access to that street.

(3) Subdivision review. The creation of lots by the division of a parcel into three o rmore contiguous lots shall comply with the subdivision standards of this article and shall be reviewed for compliance as prescribed in Chapter 2.

(d) Family conveyance exception. No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

(e) Completion of platting. Unless otherwise exempt under provisions of the LDC, before any lot may be sold or before any building permit is issued to construct improvements on any lot that makes reference to the final plat, the plat shall be approved by the Board of County Commissioners (BCC) and recorded in the public records of Escambia County.

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 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.

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 Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12109 **Growth Management Report** **11. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/04/2017
Issue: 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending, Chapter 3, Section 3-3.7, Scenic Highway Overlay
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending, Chapter 3, Section 3-3.7, Scenic Highway Overlay

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 3, Overlay Districts, Section 3-3.7, Scenic Highway Overlay, refining the setback for structures.

BACKGROUND:

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.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the 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: Scenic Highway Overlay

Date: 03/13/17

Date requested back by: 03/13/17

Requested by: Andrew Holmer

Phone Number: 595-3466

(LEGAL USE ONLY)

Legal Review by: M. Crawford

Date Received: 3/13/17

X Approved as to form and legal sufficiency.

____ Not approved.

____ Make subject to legal signoff.

Additional comments:

ORDINANCE 2017-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING VOLUME II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, ARTICLE 3 "OVERLAY DISTRICTS", SECTION 3-3.7 "SCENIC HIGHWAY OVERLAY"; REFINING THE SETBACK FOR STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, through the 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 Scenic Highway Overlay district is intended to protect the unique scenic vista and environmental resources of the Scenic Highway corridor and adjacent Escambia Bay.

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

SECTION 1. Chapter 3, Article 3, Section 3-3.7 of the Escambia County Land Development Code is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 3 Overlay Districts

Sec.3-3.7 Scenic Highway Overlay (SH-OL).

(a) Purpose. The Scenic Highway Overlay (SH-OL) district establishes supplemental land use regulations to support the Pensacola Scenic Bluffs Highway Master Plan. The intent of the additional land use controls is to further the objectives of the plan, especially its protection of the unique scenic vista and environmental resources of the U.S. Highway 90 corridor and adjacent Escambia Bay shoreline. Controls established by the overlay work to alleviate the harmful effects of erosion and runoff caused by clearing natural vegetation and changing existing contours within the corridor, and to preserve the bluffs, wetland areas and scenic views along the bay for continued public access to and enjoyment of those views.

(b) Boundary. The Scenic Highway Overlay district includes all parcels adjoining the west side of the Pensacola Scenic Bluffs Highway (U.S. Highway 90 or Scenic Highway) and all property between the highway and Escambia Bay on the east side of the highway, north from the Pensacola city limit along the highway for approximately five miles to the county line at Escambia River.

(c) Permitted uses. All of the uses permitted within the underlying zoning districts are permitted, subject to the site and building requirements of the overlay district.

(d) Site and building requirements.

(1) Structure height. Structures between Scenic Highway and Escambia Bay shall have a maximum height of 35 feet as measured from the highest adjacent grade. Non-residential uses may exceed the height limit if granted conditional use approval by the Board of Adjustment. In addition to the other conditional use criteria, the requested height must be found not to interfere with the scenic attractiveness of the location as viewed from any plausible direction, and for every two feet in height over 35 feet, there shall be an additional one foot of front and side setback at the ground level.

(2) Lot coverage. Maximum land area coverage by all structures, parking areas, driveways and other impervious surfaces shall not exceed 50 percent of the gross site area.

(3) Setback. All structures shall be located a minimum of ~~50~~ 35 feet from the Scenic Highway right-of-way unless precluded by lot configuration or topography. For purposes of this section, the term structures includes walls, posts, ornaments, decorations, decorative items, statues, sculptures, lights, light fixtures, landscaping, and all other customary yard accessories.

(4) Building separation. The minimum distance between structures shall be 15 feet, and there shall be at least 100 feet between single-family dwellings and multi-family dwellings, residential group living, or public lodging.

(5) Multi-use path. Based on the corridor management plan, a multi-use path on the east side of Scenic Highway is intended to run the full length of the corridor within the right-of-way, but at the maximum distance possible from the roadway pavement. Developers of property within the overlay are encouraged to maximize the innovative integration of a path extension into their development, but outside of the right-of-way on public property or on easements donated by private property owners.

(6) Tree protection.

a. A canopy tree protection zone is hereby established for all land within 20 feet of the right of way of Scenic Highway and Highway 90 from the Pensacola city limit to the Santa Rosa County line. No person or agency shall cut, remove, trim or in any way

damage any tree in the canopy tree protection zone without a permit. Except in unique cases, permitted pruning shall not remove more than 30 percent of the existing tree material. Utility companies are not permitted to prune more than 30 percent of the existing tree canopy.

b. Heritage Oak trees shall be preserved.

c. Clearing of natural vegetation within the corridor shall require a land disturbance permit and is generally prohibited except for the minimum area needed for construction of allowable structures or view enhancement.

(7) Landscaping. For developments otherwise subject to LDC landscaping requirements, a minimum 10-foot wide landscaped strip shall be required along any Scenic Highway frontage, and shall contain one tree for every 35 linear feet of frontage. The trees shall be of sufficient height at planting such that a six-foot view shed exists at planting. Preservation of existing plant communities within the required landscaped areas can be used to satisfy these requirements.

(8) Orientation of non-residential buildings. Orientation of non-residential buildings shall be away from residential development within or adjacent to the district. Layout of parking and service areas, access, landscaping, yards, courts, walls, signs, lighting and control of noise and other potentially adverse influences shall be such as to promote protection of such residential development, and will include adequate buffering.

(9) Fences. No fence within the overlay may be solid. No chain link fence shall be located between Scenic Highway and the principal building. Any other type of fence in this area shall not exceed three feet. Where single story structures are higher than the roadbed, there should be no wall, fence, structure or plant material located between the front building line and the roadbed that will obstruct the view from automobiles on the scenic route.

(10) Structure location. All structures will be reviewed to assure conformance with the following criteria:

a. The location shall afford maximum views of the bay from the street right-of-way.

b. The location shall minimize impact on the natural bluff and plant material (other than pruning to enhance views).

c. Provide underground utilities.

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 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 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 2017-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING VOLUME II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, ARTICLE 3 "OVERLAY DISTRICTS", SECTION 3-3.7 "SCENIC HIGHWAY OVERLAY"; REFINING THE SETBACK FOR STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, through the 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 Scenic Highway Overlay district is intended to protect the unique scenic vista and environmental resources of the Scenic Highway corridor and adjacent Escambia Bay.

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

SECTION 1. Chapter 3, Article 3, Section 3-3.7 of the Escambia County Land Development Code is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 3 Overlay Districts

Sec.3-3.7 Scenic Highway Overlay (SH-OL).

(a) Purpose. The Scenic Highway Overlay (SH-OL) district establishes supplemental land use regulations to support the Pensacola Scenic Bluffs Highway Master Plan. The intent of the additional land use controls is to further the objectives of the plan, especially its protection of the unique scenic vista and environmental resources of the U.S. Highway 90 corridor and adjacent Escambia Bay shoreline. Controls established by the overlay work to alleviate the harmful effects of erosion and runoff caused by clearing natural vegetation and changing existing contours within the corridor, and to preserve the bluffs, wetland areas and scenic views along the bay for continued public access to and enjoyment of those views.

(b) Boundary. The Scenic Highway Overlay district includes all parcels adjoining the west side of the Pensacola Scenic Bluffs Highway (U.S. Highway 90 or Scenic Highway) and all property between the highway and Escambia Bay on the east side of

the highway, north from the Pensacola city limit along the highway for approximately five miles to the county line at Escambia River.

(c) Permitted uses. All of the uses permitted within the underlying zoning districts are permitted, subject to the site and building requirements of the overlay district.

(d) Site and building requirements.

(1) Structure height. Structures between Scenic Highway and Escambia Bay shall have a maximum height of 35 feet as measured from the highest adjacent grade. Non-residential uses may exceed the height limit if granted conditional use approval by the Board of Adjustment. In addition to the other conditional use criteria, the requested height must be found not to interfere with the scenic attractiveness of the location as viewed from any plausible direction, and for every two feet in height over 35 feet, there shall be an additional one foot of front and side setback at the ground level.

(2) Lot coverage. Maximum land area coverage by all structures, parking areas, driveways and other impervious surfaces shall not exceed 50 percent of the gross site area.

(3) Setback. All structures shall be located a minimum of ~~50~~ 35 feet from the Scenic Highway right-of-way unless precluded by lot configuration or topography. For purposes of this section, the term structures includes walls, posts, ornaments, decorations, decorative items, statues, sculptures, lights, light fixtures, landscaping, and all other customary yard accessories.

(4) Building separation. The minimum distance between structures shall be 15 feet, and there shall be at least 100 feet between single-family dwellings and multi-family dwellings, residential group living, or public lodging.

(5) Multi-use path. Based on the corridor management plan, a multi-use path on the east side of Scenic Highway is intended to run the full length of the corridor within the right-of-way, but at the maximum distance possible from the roadway pavement. Developers of property within the overlay are encouraged to maximize the innovative integration of a path extension into their development, but outside of the right-of-way on public property or on easements donated by private property owners.

(6) Tree protection.

a. A canopy tree protection zone is hereby established for all land within 20 feet of the right of way of Scenic Highway and Highway 90 from the Pensacola city limit to the Santa Rosa County line. No person or agency shall cut, remove, trim or in any way damage any tree in the canopy tree protection zone without a permit. Except in unique cases, permitted pruning shall not remove more than 30 percent of the existing tree material. Utility companies are not permitted to prune more than 30 percent of the existing tree canopy.

b. Heritage Oak trees shall be preserved.

c. Clearing of natural vegetation within the corridor shall require a land disturbance permit and is generally prohibited except for the minimum area needed for construction of allowable structures or view enhancement.

(7) Landscaping. For developments otherwise subject to LDC landscaping requirements, a minimum 10-foot wide landscaped strip shall be required along any Scenic Highway frontage, and shall contain one tree for every 35 linear feet of frontage. The trees shall be of sufficient height at planting such that a six-foot view shed exists at planting. Preservation of existing plant communities within the required landscaped areas can be used to satisfy these requirements.

(8) Orientation of non-residential buildings. Orientation of non-residential buildings shall be away from residential development within or adjacent to the district. Layout of parking and service areas, access, landscaping, yards, courts, walls, signs, lighting and control of noise and other potentially adverse influences shall be such as to promote protection of such residential development, and will include adequate buffering.

(9) Fences. No fence within the overlay may be solid. No chain link fence shall be located between Scenic Highway and the principal building. Any other type of fence in this area shall not exceed three feet. Where single story structures are higher than the roadbed, there should be no wall, fence, structure or plant material located between the front building line and the roadbed that will obstruct the view from automobiles on the scenic route.

(10) Structure location. All structures will be reviewed to assure conformance with the following criteria:

a. The location shall afford maximum views of the bay from the street right-of-way.
b. The location shall minimize impact on the natural bluff and plant material (other than pruning to enhance views).
c. Provide underground utilities.

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 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 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-12110 **Growth Management Report** **11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/04/2017
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. May 25, 2017

1. 5:45 p.m. - A Public Hearing - Civilian Airport Land Development Code Ordinance

Summary: Amendments to the LDC addressing changes derived from F.S. 333 Airport Zoning, adopted; In July of 2016; The F. S., was amended to reflect changes in airport regulation, compatibility, permitting, and Department of Transportation requirements. Instead of having just the power to adopt airport zoning regulations, a political subdivision is now required to do so. The regulations include a permitting process for the construction or alteration of any obstruction. In addition to proposed construction, permitting also covers alterations to existing structures. Increased responsibility is given to political subdivisions to not only adopt, but also to administer and enforce airport land use compatibility. The prohibition of new landfills and restriction of existing landfills remains intact, but the technical definitions of the point of origin to begin distance measurements for the incompatibilities has been modified.

2. 5:46 p.m. - A Public Hearing - CPA-2017-01 - Civilian Airport Comprehensive Plan Ordinance (first of two public hearings)

Summary: Amendments to the Comprehensive Plan addressing changes derived from F.S. 333 Airport Zoning, adopted; In July of 2016; The F. S., was amended to reflect changes in airport regulation, compatibility, permitting, and Department of Transportation requirements. Instead of having just the power to adopt airport zoning regulations, a political subdivision is now required to do so. The regulations include a permitting process for the construction or alteration of any obstruction. In addition to proposed construction, permitting also covers alterations to existing structures. Increased responsibility is given to political subdivisions to not only adopt, but also to administer

and enforce airport land use compatibility. The prohibition of new landfills and restriction of existing landfills remains intact, but the technical definitions of the point of origin to begin distance measurements for the incompatibilities has been modified.

3. 5:47 p.m. - A Public Hearing - CPA-2016-03 - Definition of Limited Ag Uses (second of two public hearings)

Summary: Amendment to the Comprehensive Plan adding a definition for Limited Agricultural Use, resulting from a technical comment provided by Department of Economic Opportunity under its review of a separate Comprehensive Plan Amendment.

4. 5:48 p.m. - A Public Hearing - LSA-2016-03 - Large Scale Map Amendment - 11975 Beulah Road (second of two public hearings)

Summary: Changing the Future Land Use Category from Industrial to Mixed-Use Suburban.

5. 5:49 p.m. - A Public Hearing to amend the Official Zoning map to include the following Rezoning Case that was heard by the Planning Board on February 7, 2017.

Case No.:	***Z-2016-11***
Address:	11975 Beulah Road
Property Reference No.:	34-1N-31-2101-000-001
From:	Ind, Industrial district (du density limited to vested residential development)
To:	LDR, Low Density Residential district (four du/acre)
FLU Category:	I, Industrial and MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Jesse Rigby and Joe Rector, Jr., Dewberry/Preble Rish, Agent for Bolley Johnson, Briar Ridge, LLC, Owner
Planning board Recommendation:	Approval
Speakers:	Jesse Rigby, Joe Rector

B. June 8, 2017

5:45 p.m. - A Public Hearing - Clustering Ordinance

Summary: Amendment to aid clustering of dwelling units through site and building requirement flexibility on property that preserves significant protected resources.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12088 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: Resolution in Support of the National Sea Grant College Program
From: Nick Simmons, Division Manager
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution in Support of the Florida Sea Grant College Program - Nick Simmons, County Extension Director

That the Board adopt the Resolution expressing support for the Florida Sea Grant College Program. For 50 years the National Sea Grant College Program has worked to create and maintain a healthy coastal environment and economy through a partnership with the National Oceanic and Atmospheric Administration (NOAA) and a vast network of 33 local programs based at universities in every coastal state, Puerto Rico, and Guam. The National Sea Grant College Program leverages local, state, and private funds, with 95% of the federal funds appropriated being distributed to the participating state programs.

BACKGROUND:

For 50 years the National Sea Grant College Program has worked to create and maintain a healthy coastal environment and economy through a partnership with the National Oceanic and Atmospheric Administration (NOAA) and a vast network of 33 local programs based at universities in every coastal state, Puerto Rico and Guam. The National Sea Grant College Program leverages local, state, and private funds. It is a unique program within the NOAA in that 95% of the federal funds that are appropriated at the national level are distributed to the participating state programs. The Florida Sea Grant's mission is to support integrated research, education, and extension to conserve coastal resources and enhance economic opportunities for the citizens of Florida. Support for the Florida Sea Grant Program through a federal congressional programmatic budget request for FY18 funding in the amount of eighty million dollars for the National Sea Grant College Program would sustain the many Florida Sea Grant initiatives that benefit Escambia County and the State of Florida.

BUDGETARY IMPACT:

No budgetary impact for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No personnel impact associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

No policy associated with this Recommendation.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Clerk's Office will forward a copy of the Resolution to U.S. Representative Matt Gaetz; U.S. Senators Bill Nelson and Marco Rubio; Florida Representatives Clay Ingram, Frank White, Jayer Williamson, and Mel Ponder; and Florida Senators Douglas Vaughn Broxson and George Gainer.

Attachments

sea.grant.resolution

RESOLUTION NUMBER R2017-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR THE FLORIDA SEA GRANT COLLEGE PROGRAM THROUGH A FEDERAL CONGRESSIONAL PROGRAMMATIC BUDGET REQUEST FOR FY18 FUNDING IN THE AMOUNT OF EIGHTY MILLION DOLLARS FOR THE NATIONAL SEA GRANT COLLEGE PROGRAM; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1966, the National Sea Grant College program was established by Congress to unite the academic power of the nation's universities with public and private sector partners; and

WHEREAS, for fifty years, the National Sea Grant College program has worked to create and maintain a healthy coastal environment and economy through a partnership with the National Oceanic and Atmospheric Administration (NOAA) and a vast network of 33 local programs based at universities in every coastal state, Puerto Rico and Guam; and

WHEREAS, the National Sea Grant College program leverages local, state and private funds, and it is a unique program within the NOAA in that 95% of the federal funds that are appropriated at the national level are distributed to the participating state programs; and

WHEREAS, the Florida Sea Grant is a participating university-based program consisting of a partnership between the NOAA, the Florida Board of Education, the Institute of Food and Agricultural Sciences at the University of Florida (UF/IFAS), and citizens and local governments of Florida coastal counties; and

WHEREAS, the Florida Sea Grant's mission is to support integrated research, education, and extension to conserve coastal resources and enhance economic opportunities for the citizens of Florida; and

WHEREAS, in the 1980's, the Florida Sea Grant program pioneered the best management practices for deploying and monitoring artificial reefs and continues to provide training for artificial reef coordinators and biennial meetings of reef coordinators to discuss new methods, rules, and issues; and

WHEREAS, at the request of members of the United States Senate and House of Representatives, the Florida Sea Grant program and three other designated Sea Grant programs in the Gulf of Mexico region are now leading a multi-year study to conduct an independent assessment of the status of red snapper stocks in the Gulf of Mexico; and

WHEREAS, within Florida, the UF/IFAS Escambia County Sea Grant program has established a partnership with the Florida Fish & Wildlife Conservation Commission, Escambia County Division of Marine Resources, and non-profit partners to provide education and outreach about lionfish biology and promote removing lionfish from area waters to reduce the impact of this invasive fish; and

WHEREAS, in addition, the UF/IFAS Escambia County Sea Grant program provides a citizen science water quality monitoring program with the data stored in a statewide database that is shared with the public through the weekly *Sea Grant Notes* publication; and

WHEREAS, the UF/IFAS Escambia County Sea Grant program also provides citizen science monitoring programs for flagship species in our bay system, and the data, including occurrence and nesting activity, is provided to the Florida Fish and Wildlife Conservation Commission, the National Park Service, the Florida Department of Environmental Protection, the National Diamondback Terrapin Working Group, and local citizens through the weekly publication *Sea Grant Notes*; and

WHEREAS, Escambia County benefits from Sea Grant monitoring, research and education funding, and the many Sea Grant specialists who provide information on County issues including seafood safety, nuisance wildlife, sea level rise, and the commercialization of lionfish; and

WHEREAS, the local Sea Grant Extension Agent provides expertise in STEM education for area school science programs working directly with area teachers, managing invasive and nuisance species by serving as co-chair for the regional Cooperative Invasive Species Management Area, and monitoring flagship estuarine species as the area terrapin monitor for the National Diamondback Terrapin Working Group; and

WHEREAS, support for the Florida Sea Grant Program through a federal congressional programmatic budget request for FY18 funding in the amount of eighty million dollars for the National Sea Grant College program would sustain the many Florida Sea Grant initiatives that benefit Escambia County and the State of Florida.

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

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

Section 2: That the Escambia County Board of County Commissioners hereby expresses its support for the Florida Sea Grant Program through a federal congressional programmatic budget request for FY18 funding in the amount of eighty million dollars for the National Sea Grant College Program.

Section 3: That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Section 4. That the Clerk shall forward a copy of this Resolution to U.S. Representative Matt Gaetz; U.S. Senators Bill Nelson and Marco Rubio; Florida Representatives Clay Ingram, Frank White, Jayer Williamson, and Mel Ponder; and Florida Senators Douglas Vaughn Broxson and George Gainer.

ADOPTED 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)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/25/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12043 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: 5:31 p.m. Public Hearing Request - Creekwood and Creekwood Oaks Lift Station Improvements MSBU
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Creekwood and Creekwood Oaks Lift Station Improvements Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on May 25, 2017, at 5:31 p.m., to consider adoption of an Ordinance creating the Creekwood and Creekwood Oaks Lift Station Improvements Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Creekwood and Creekwood Oaks have submitted a petition requesting the creation of a Lift Station Improvement MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than sixty-six percent of property owners signed in approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11961 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: CareerSource Escarosa Interlocal Agreement Between Santa Rosa and Escambia County Boards of County Commissioners
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Santa Rosa Board of Commissioners and Escambia County Board of Commissioners and Workforce Escarosa, Inc., dba CareerSource Escarosa - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement between the Santa Rosa County Board of Commissioners, Escambia County Board of Commissioners, and Workforce Escarosa, Inc., dba Career Source Escarosa. The Workforce Innovation and Opportunity Act of 2014 (WIOA) provides that when a local workforce board represents multiple units of local governments within a local area, the respective local governments may execute an Agreement specifying means by which 1) local board members are appointed and 2) local government units will carry out the other responsibilities assigned to them under WOIA. Consistent with WIOA, the proposed Interlocal Agreement addresses the appointment of CareerSource Escarosa board members and the counties' respective responsibilities under WIOA.

BACKGROUND:

The United States Congress amended the Workforce Investment Act of 1998 (WIA) on which the current interlocal agreement dated March 1, 2012, is based. The new Workforce Innovation and Opportunity Act of 2014 (WIOA) established new requirements and conditions relating to grant recipients and local workforce development boards. The proposed Interlocal Agreement addresses these new requirements and conditions.

The proposed Interlocal Agreement replaces the current 2012 agreement which expires on June 30, 2017. The proposed Interlocal Agreement continues for a three-year term and renews automatically for an additional two-year period unless either party exercises its option for nonrenewal.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Interlocal Agreement was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and has been reviewed and approved by CareerSource Escarosa Executive Director, Cliff Krut.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

1. Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128, 29 U.S.C. § 3101 et seq. (WIOA)
2. Florida Workforce Innovation Act of 2000, § 455.001 et seq.
3. CareerSource Florida, Inc. Administrative Policy No. 91

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN
SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA

THIS AGREEMENT (Agreement) is made and entered into by and between Santa Rosa County Board of County Commissioners (Santa Rosa), Escambia County Board of County Commissioners (Escambia), and Workforce Escarosa, Inc. dba CareerSource Escarosa. (Escarosa).

WITNESSETH:

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128, 29 U.S.C § 3101 et seq. (WIOA), effective July 1, 2015, which replaced the Workforce Investment Act of 1998 (WIA); and

WHEREAS, the chairman of the Board of County Commissioners for each County is deemed the chief elected official (CEO) for purposes of WIOA section 107(d)(12)(B)(i)(I)[1], which provides that the chief elected official shall serve as the local grant recipient for, and be liable for any misuse of, WIOA grant funds allocated to the local area; and

WHEREAS, WIOA charged the state governors with certifying local workforce development boards for local areas, including local areas designated as such under the WIA; and

WHEREAS, all incorporated and unincorporated areas within Santa Rosa and Escambia counties (County or Counties) were previously designated as the Region I Local Workforce Development Area (LWDA); and

WHEREAS, the Counties have designated Escarosa, under the direction of its Board of Directors (Escarosa Board), as the entity to serve as the Region 1 LWDA grant subrecipient and fiscal agent to assist in the administration of WOIA funds and other funds allocated to Region 1 LWDA by federal and State workforce programs; and

WHEREAS, pursuant to WIOA section 107(d)(12)(B)(i)(II), the designation of Escarosa as the Region 1 LWDA subrecipient and fiscal agent does not relieve the County CEOs from the liability under WIOA section 107(d)(12)(B)(i)(I) for misuse of grant funds; and

WHEREAS, pursuant to WIOA section 107(c)(1)(B), the Counties may execute an interlocal agreement that specifies the respective roles of the individual CEOs in

[1] 29 U.S.C. § 3122(d)(12)(B)(i)(I)

appointing members of the Escarosa Board and in carrying out any other responsibilities under WIOA; and

WHEREAS, the Counties and Escarosa's predecessor Workforce Escarosa, Inc. entered into an interlocal agreement under WIA on March 1, 2012 (2012 Agreement), which the parties intend hereby to terminate and replace.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contain herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are true and correct and are incorporated herein.

2. Term. This of Agreement shall commence on the date last executed and continue through June 30, 2020. This Agreement shall automatically renew for a subsequent two-year period unless either party notifies the other at least one hundred eighty (180) days prior to the end of the initial term of its intent to not renew the Agreement for the subsequent two-year period.

3. 2012 Agreement. The 2012 Agreement shall terminate upon the effective date of this Agreement.

4. Compliance.

A. The parties shall comply with: the WIOA and all regulations promulgated thereunder; the Florida Workforce Innovation Act of 2000, § 455.001 et seq. and all regulations promulgated thereunder; all written directives relevant to local workforce development area operations from the Governor of Florida or his/her designee; and all CareerSource Florida, Inc. administrative policies.

B. Escarosa shall perform the functions prescribed by WIOA section 107(d) and § 455.007, Fla. Stat., according to the requirements established thereby.

5. Respective Responsibilities of CEOs. Pursuant to WIOA section 107(c)(1)(B), the roles of Escambia CEO and Santa Rosa CEO, on behalf of their respective Counties, are as follows:

A. *Appointment of Escarosa Board members.* The CEOs shall appoint Escarosa Board members according to the criteria established by the Governor in partnership with the CareerSource Florida, Inc. board of directors and pursuant to the requirements established by WIOA section 107(b)(2) and § 455.007, Fla. Stat.

(1) The CEOs, by mutual agreement, shall develop a process for soliciting Escarosa Board nominations, for selecting Escarosa Board members, and for determining the number of members to serve on the Escarosa Board

consistent with and pursuant to WIOA section 107, § 455.007, Fla. Stat., and CareerSource Florida, Inc. Administrative Policy No. 91,

(2) Each CEO shall select fifty (50%) percent of the Escarosa Board members and may remove such members for cause. As used herein, "cause" includes but is not limited to engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.

(3) Of the local businesses represented on the Escarosa Board, fifty (50%) percent shall reside or maintain their principal place of business in Escambia County and fifty (50%) percent shall reside or maintain their principal place of business in Santa Rosa County.

(4) Each CEO shall appoint one ex-officio, non-voting member of the Escarosa Board.

B. *Other CEO Responsibilities*. The CEOs shall carry out the responsibilities assigned to the CEOs under applicable laws, regulations, directives, and administrative policies.

6. Public Records. All parties are subject to and shall comply with applicable open government and public records laws.

7. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. No party has relied upon any prior, contemporaneous, written, or oral statement, representation, or agreement, except those expressed herein. This Agreement may be amended only be written agreement of the parties.

8. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, all other terms and conditions shall remain in full force and effect. Neither this Agreement nor its terms shall be more strictly construed against a party because such party may have drafted it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

(*Signatures on following page*)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
D. B. Underhill, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: B. Ellis
Date: 04/25/17

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Rob Williamson, Chairman

Date: _____

BCC Approved: _____

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

(SEAL)

WORKFORCE ESCAROSA dba CAREERSOURCE ESCAROSA, INC.

By: _____
Larry Strain, Chairman

ATTEST: _____
Gretchen Clarke, Secretary

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12058 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: West Florida Library Board of Governance
From: John Shelton, Director's Aide
Organization: Library Services
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Reappointment to the West Florida Public Library Board of Governance by the Pensacola City Council - Todd Humble, Library Services Department Director

That the Board acknowledge for the Official Record the reappointment of David J. Bryant to the West Florida Public Library Board of Governance by the Pensacola City Council, to serve a two-year term, effective March 1, 2017, through February 28, 2019.

BACKGROUND:
The Library Board of Governance was established to oversee the management of the West Florida Public Library System and to make recommendations to the Escambia County Board of County Commissioners regarding the library annual budget.

The Library Board of Governance is composed of five voting members - three members appointed by the Board of County Commissioners, one member appointed by the Pensacola City Council, and one member appointed by the Mayor of Pensacola.

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

Mr. Bryant Reappointment Letter

Office of the City Council

City of Pensacola

America's First Settlement
Established 1559

March 10, 2017

Mr. David J. Bryant
916 Brookside Place
Pensacola, FL 32505

Dear Mr. Bryant:

On behalf of the City Council, it is a pleasure to advise you of your reappointment to the West Florida Public Library Board of Governance. Your term expires on February 28, 2019.

Should you have any questions or desire to discuss this appointment, please do not hesitate to contact Todd Humble, Library Director at 436-5060.

Also please be advised, as a member of the Board you are subject to Florida's Public Records Law and Sunshine Law, as well as the City of Pensacola Code of Ethics. Therefore, please review the following enclosures: *A Pocket Guide to Florida's Government-in-the-Sunshine Laws: Open Meetings and Public Records; and City of Pensacola Ordinance No. 07-11 Code of Ethics for City Officials and Employees.* If you have any questions please call the City Attorney's Office at 435-1615.

Thank you for your willingness to serve the citizens of our community in this capacity. We look forward to working with you.

Congratulations on your reappointment.

Sincerely,

Brian K. Spencer
President of City Council

BKS/rmt
Enclosures

cc: Ericka L. Burnett, City Clerk
Todd Humble, Library Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11923 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: Conveyance of a Portion of County-Owned Right-of-Way to the Florida Department of Transportation
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Portion of County-Owned Right-of-Way to the Florida Department of Transportation for the State Road 292 Gulf Beach Highway at State Road 727 Fairfield Drive Intersection Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a portion of County-owned right-of-way to the State of Florida Department of Transportation (FDOT) for their planned improvement project at the intersection of State Road (SR) 292 (Gulf Beach Highway) at State Road (SR) 727 (Fairfield Drive):

A. Adopt the Resolution authorizing the conveyance of real property to FDOT for their planned improvement project for the intersection of SR 292 (Gulf Beach Highway) at SR 727 (Fairfield Drive);

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

C. Authorize the Chairman or Vice Chairman to execute the County Deed, Resolution, and any other documents necessary to complete the conveyance without any further action from the Board.

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

BACKGROUND:

FDOT has requested portions of unopened right-of-way for the purpose of intersection improvements at SR 292 (Gulf Beach Highway) at State Road 727 (Fairfield Drive). The property requested is between Blocks 55 and 56, along with a portion of an alleyway behind lots 1 and 24 in Block 55. This additional property will allow the construction of a right (north) turn lane from Gulf Beach Highway onto Fairfield Drive.

Staff has reviewed this request and there are no concerns. There is a county project (Beach Haven Phase II) currently in design that will have utilities in this area, but it was determined that there are currently no conflicts between the project and the request. The project managers for the County and for FDOT are working together closely on this project.

The improvements for this project are the addition of an exclusive right turn lane for SR 292 westbound for motorists turning right onto northbound Fairfield. In addition we are widening Fairfield north of SR 292 to provide an exclusive left turn lane for southbound traffic turning left onto SR 292 eastbound. This includes the addition of two new signal mast arms in the NE and SW corner of the intersection. Sidewalks are also being providing on SR 292 from Fairfield to Rentz on the north side of SR 292 and an additional crosswalk will be added on the south and east legs of the intersection where no markings exist today due to the new sidewalks.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Deed and Resolution were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Resolution

Deed

Map

BSD.ESC 11/00

October 19, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Parcel	101.1
Item/Segment No.	4367201
Managing District	3
S.R. No.	292
County	Escambia

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 292, Financial Project No. 4367201, in Escambia County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Escambia County be acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for County purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Escambia County in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be $__N/A__.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 5, 2017

03-BSD.03-11/00

October 19, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Legal description approved by,
Ron Gibson

Parcel	101.1
Item/Segment No.	4367201
Managing District	3
S.R. No.	292
County	Escambia

COUNTY DEED

THIS DEED, made this ___ day of _____, 20__, by ESCAMBIA COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

The existing right of way of dedicated and used State Road No. 292 and State Road 727 and the existing right of way of portions of other dedicated or maintained streets and roads in Section 35, Township 2 South, Range 31 West, Escambia County, Florida, lying within the required right of way as shown on Florida Department (F.D.O.T.) Right of Way Map F.P. No. 4367201, State Road 292, as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

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

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 5, 2017

03-BSD.03-11/00

October 19, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Legal description approved by,
Ron Gibson

Parcel	101.1
Item/Segment No.	4367201
Managing District	3
S.R. No.	292
County	Escambia

COUNTY DEED

THIS DEED, made this ___ day of _____, 20__, by ESCAMBIA COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

The existing right of way of dedicated and used State Road No. 292 and State Road 727 and the existing right of way of portions of other dedicated or maintained streets and roads in Section 35, Township 2 South, Range 31 West, Escambia County, Florida, lying within the required right of way as shown on Florida Department (F.D.O.T.) Right of Way Map F.P. No. 4367201, State Road 292, as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

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

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

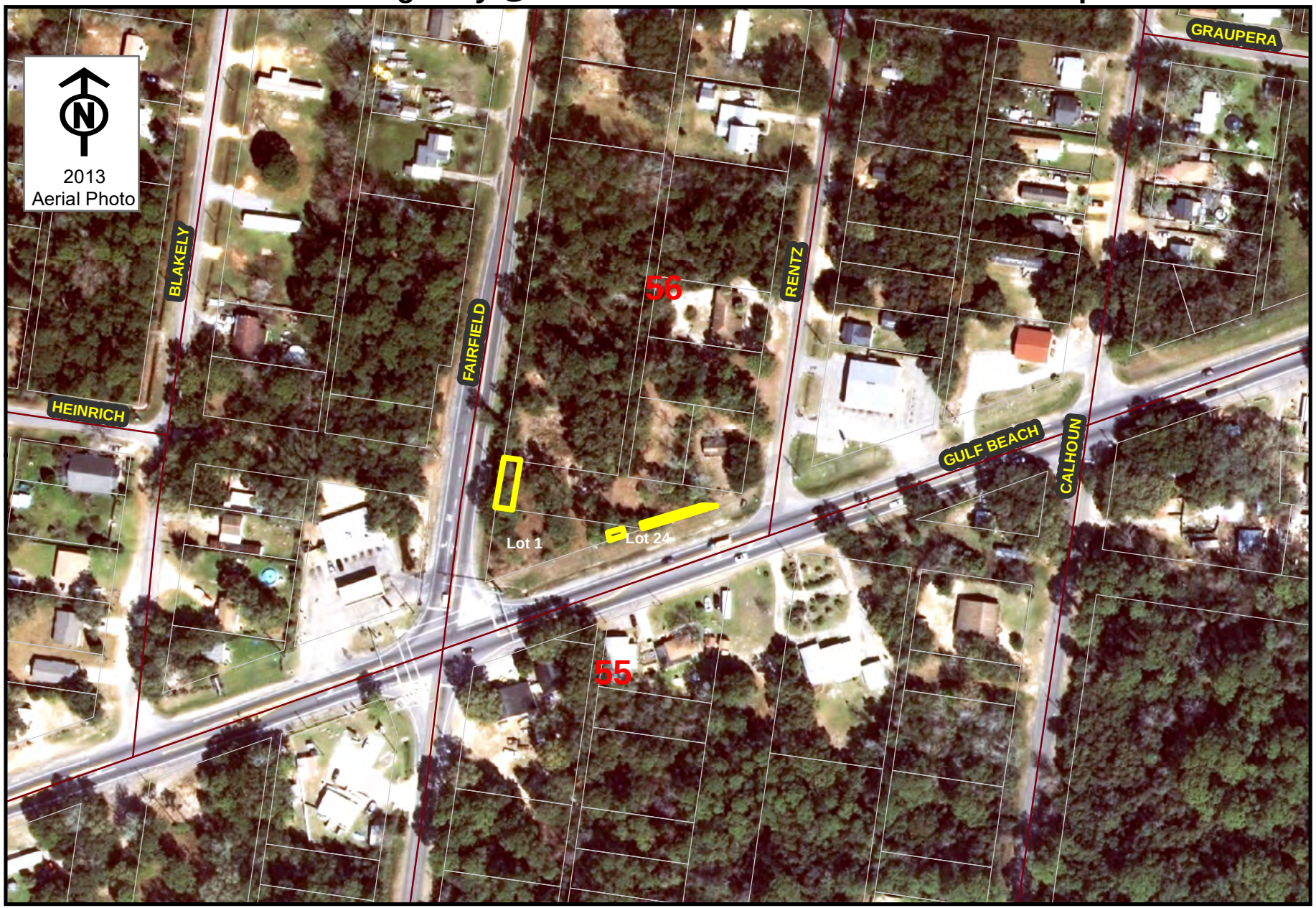
_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst County Attorney
Date April 5, 2017

FDOT Project:
SR 292 Gulf Beach Highway @ SR 727 Fairfield Drive Intersection Improvements



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 3/2/17 DISTRICT 2

Area Requested by FDOT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12147 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: Use of the Artel Galley by the Pensacola Sister Cities
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Allowing the Pensacola Sister Cities to Use the Artel Gallery to host a Reception in Honor of the Visiting Delegation from Malaga/Macharaviaya in South Andalucia, Spain - Jack R. Brown, County Administrator

That the Board take the following action concerning the use of the Artel Gallery:

A. Approve the use of the Artel Gallery space for the Pensacola Sister Cities and the Artel Gallery to hold a reception in of honor the visiting delegation from Malaga/Macharaviaya in South Andalucia, Spain on Wednesday evening, May 10, 2017;

B. Grant permission for them to serve beer, wine, and alcohol at this event pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

C. Require the Pensacola Sister Cities to have the Artel Gallery cleaned up by 10:00 a.m., on Thursday, May 11, 2017.

BACKGROUND:

On April 17, 2017, Ms. Nan Harper with the Pensacola Sister Cities made a request to use the Artel Gallery to host a reception on Wednesday, May 10, 2017, to honor the delegation from our Sister City visiting from Malaga/Macharaviaya in South Andalucia, Spain. At this event, the winner of the Galvez Essay Contest will introduce the Opera, "Catalina of Aragon," written by Dr. John Brannon. The Mayor of Macharaviaya, along with the President of the Congress of Axarquia in Andalucia, Spain, plan to attend this event.

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-12129 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: West Florida Public Libraries Employee Training Half Day
From: John Shelton, Director's Aide
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the West Florida Public Libraries Operational Calendar - Todd Humble, Library Services Department Director

That the Board take the following action:

A. Approve ALL library staff to gather at the Pensacola Public Library the morning of Monday, May 22, 2017, at 8:00 a.m. for a four-hour training: and

B. Authorize Escambia County libraries to remain closed to the public until 2:00 p.m., thus allowing staff time to travel back to their normal service location, prepare facilities to open, and have an unpaid lunch break prior to opening at 2:00 p.m. Library branches normally closed on Mondays include the Century Branch, the Genealogy Branch, and the Bookmobile.

BACKGROUND:

In order to better serve the residents of Escambia County, training staff on topics like customer service and library procedures and policies is required from time to time.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This complements the individual opportunities that County Employees have to apply for the Job-Related Education Assistance Program and Tuition Reimbursement. By means of these existing programs, established through approved BCC Policy, the BCC encourages its employees to enhance their effectiveness through education and training, to develop their skills and knowledge, and improve their ability to carry out their assigned duties. A West Florida Public Libraries Staff Training Day serves to ensure that all staff of the Library System have the opportunity for increased professional development.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Library Director will work with the Office of Community and Media Relations to provide Escambia County residents sufficient notice of all Library closures. This includes but is not limited to postings at Library facilities.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12130 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/04/2017
Issue: Fire Truck Ride to School for Summer Reading Prize
From: John Shelton, Director's Aide
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Awarding a Fire Truck Ride to School for Summer Reading 2017 Winners - Todd Humble, Library Services Department Director

That the Board authorize Escambia County Fire Rescue to provide six area youths, between the ages of 6 and 11, a fire truck ride to school if they have completed 50 hours or more of reading during Escambia County's West Florida Public Libraries 2017 Summer Reading Campaign. Authorize Escambia County Fire Rescue to provide Fire Safety Training to six Escambia County Elementary Schools after the winning youth has arrived at his/her school.

BACKGROUND:

The West Florida Public Libraries expect our Summer Reading participation to grow dramatically this summer as a result of thousands of youth seeing their classmate arrive at the school on the fire truck. The fire safety training after the high tower ladder demonstration made hundreds of students more aware of the need for smoke detectors and how to properly react in a house fire.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

A disclaimer has been created by the County Attorney and approved by Risk Management for signature by the parent or legal guardian for the ride-along.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A disclaimer has been created by the County Attorney and approved by Risk Management for signature by the parent or legal guardian for the ride-along.

IMPLEMENTATION/COORDINATION:

The Director and Library Manager will coordinate with Escambia Fire and Rescue to implement the rides. The Director will also coordinate with the respective schools of the children who are awarded the ride to school.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12114 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Copier Lease and Service Agreement for Corrections Department
From: Tammy Jarvis, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Sales Order/Service Agreement and Lease Agreement with Dex Imaging for the Corrections Department, Community Corrections Division - Tammy Jarvis, Director of Corrections

That the Board take the following action:

A. Approve the Sales Order/Service Agreement and Lease Agreement with Dex Imaging for the lease and service of three machines for a term of 48 months. The monthly charge will be $265.05, which will include 15,000 copies. The price per copy after the allotment will be $0.0055 per copy. The estimated total monthly expenditure will be $382.95; and

B. Authorize the Chairman to sign Sales/Order Service Agreement and the Lease Agreement.

[Funding: Fund 114, Misdemeanor Probation Fund, Cost Centers 290301 Misdemeanor Probation and 290305 Residential Probation, Object Code 54401, Rentals and Leases]

BACKGROUND:

A review of the Escambia County Corrections-Community Corrections copying and printing equipment revealed that three units located at various facilities had leasing terms that would expire on May 1, 2017. In an attempt to meet the needs of the division while decreasing cost, competitive quotes were obtained from 3 vendors. The Office of Supplier Diversity database was searched for both Escambia and Santa Rosa County and no results were returned utilizing the commodity code for office supply lease and maintenance services. The most fiscally responsible submission was received from Dex Imaging and will result in a yearly savings of $1,647 when compared to the current pricing.

BUDGETARY IMPACT:

Funding is available in Fund 114, Misdemeanor Probation Fund, Cost Centers 290301 Misdemeanor Probation and 290305 Residential Probation, Object Code 54401, Rentals and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract has been reviewed by Kristin Hual, Assistant County Attorney and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106-Multi-Year Lease and Lease Purchase Agreements.

IMPLEMENTATION/COORDINATION:

Once the agreement has been signed the Corrections Department will work with the Office of Purchasing in order to obtain a purchase order for the outlined services.

Attachments

Dex Imaging Agreement

Copier Comparison Quotes

Company Information

Bill To Address

Escambia County Corrections Dept.

2251 N. Palafox Street

Pensacola, FL 32501

Contacts

Dex Imaging Sales Representative

Name:	Jonathan Cole
Phone:	850-288-2250
Email:	jonathan.cole@deximaging.com

Client Billing Contact

Name:	Susan Becker
Phone:	850-595-4062
Fax:	
Email:	sabecker@co.escambia.fl.us

SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Escambia County Work Release		**Delivery Contact:**	Stacy Cremeans
1211 W. Fairfield Dr.		**Phone:**	850-595-3698
Pensacola, FL 32502		**Email:**	scremeans@co.escambia.fl.us

EQUIPMENT

Escambia County Corrections Department (Monthly)		
B/W Base: $75.00	Copies Included: 15,000	Overage Rate: $0.0055 /copy
Color Base: $0.00	Copies Included: 0	Overage Rate: /copy
Included: Parts, labor and supplies with exception of paper products, staples and freight		

Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Konica-Minolta	Bizhub B&W 454e			Yes			1	
Acc: PC-210 2-way Paper Feed Cabinet								
Acc: FK-511 Fax Kit/ Mark QTY 2 for a Dual Line Fax								
Acc: Surge 120Volt 15Amp								

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

Initials: _____

SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Escambia County Corrections Intake Office		**Delivery Contact:**	Burton Chesterfield
190 Governmental Center Room 14002		**Phone:**	850-595-3066
Pensacola, FL 32502		**Email:**	bchesterfield@co.escambia.fl.us

EQUIPMENT

Escambia County Corrections Department (Monthly)		
B/W Base: $75.00	Copies Included: 15,000	Overage Rate: $0.0055 /copy
Color Base: $0.00	Copies Included: 0	Overage Rate: /copy
Included: Parts, labor and supplies with exception of paper products, staples and freight		

Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Konica-Minolta	Bizhub B&W 454e			Yes			1	
Acc: PC-210 2-way Paper Feed Cabinet								
Acc: FK-511 Fax Kit/ Mark QTY 2 for a Dual Line Fax								
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Special Instructions:

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

Initials: _____

SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Escambia County Corrections Probation Office		**Delivery Contact:**	Susan Becker
2251 N. Palafox Street		**Phone:**	850-595-4062
Pensacola, FL 32501		**Email:**	sabecker@co.escambia.fl.us

EQUIPMENT

Escambia County Corrections Department (Monthly)		
B/W Base: $75.00	Copies Included: 15,000	Overage Rate: $0.0055 /copy
Color Base: $0.00	Copies Included: 0	Overage Rate: /copy
Included: Parts, labor and supplies with exception of paper products, staples and freight		

Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Konica-Minolta	Bizhub B&W 454e			Yes			1	
Acc:	PC-210 2-way Paper Feed Cabinet							
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Acc:	Surge 120Volt 15Amp							

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Special Instructions:

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

Initials: _____

EQUIPMENT ORDER/SERVICE AGREEMENT TERMS AND CONDITIONS

This Sales Order and Service Agreement ("Agreement"), shall be effective upon full execution of the Agreement by DEX imaging, Inc. and its subsidiaries and affiliates (DEX) and Customer. The following Terms and Conditions shall apply based on elections made on face of Agreement:

SALES ORDER (applicable if equipment is purchased)

1. Payment of Purchase Price. Unless otherwise stated in writing, payment of the full purchase price for all equipment, accessories and/or supplies (the "Equipment") listed on this Agreement, or any accompanying Equipment Schedule made a part hereof, is due upon delivery.

2. Title to Equipment; Security Interest. DEX is the owner of the Equipment and shall retain title to the Equipment, as well as a purchase money security interest in the Equipment, until all amounts due from Customer are paid in full, or until such time as title to the Equipment may be transferred or assigned by DEX. In the event that extended payment terms are agreed to between DEX and Customer, in writing, or in the event that customer elects to enter into a separate Lease or "Finance Lease" (as that term is defined by Article 2A of the Uniform Commercial Code ("UCC")), this Agreement (and/or any accompanying Equipment Schedule) may serve as a UCC-1 Financing Statement in order to enable DEX, or its assignee, to perfect its purchase money security interest in the Equipment, as well as the proceeds of or from any sale of the Equipment as collateral for that security interest. Alternatively, Customer agrees, at the option of DEX or its assignee, to execute a UCC-1 Financing Statement, or any other documents necessary to perfect DEX purchase money security interest, and/or hereby authorizes DEX or its assignee to execute such documents on Customer's behalf.

3. Execution of Lease Agreement. If Customer has elected to execute a Lease Agreement, Customer shall be deemed to have consented to the assignment of the Lease Agreement and the Equipment by DEX to a third party Lessor and to enter into the Lease Agreement with such Lessor. These Terms and Conditions shall be incorporated by reference into any Sales Order, Lease Agreement, or Service Agreement; provided, however, that in the event of any conflict between the terms of the Lease Agreement and these Terms and Conditions, the terms of the Lease Agreement shall control.

4. Disclaimer. DEX expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non-DEX personnel. DEX will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and equipment line cord, nor is any external electrical work covered under this Agreement.

SERVICE AGREEMENT / Equipment Satisfaction Program (applicable if equipment is placed under a service agreement)

5. Scope of Coverage. This Agreement covers both labor and material for adjustments, repairs and replacement of parts as necessitated by normal use of the Equipment except for normal key operator responsibilities and others as herein provided. Damage to the Equipment and/or its parts arising from misuse, abuse, negligence or causes beyond DEX control (including acts of God or natural disasters) is not covered. In addition, DEX may terminate this agreement in the event that the Equipment is modified, damaged, altered or serviced by personnel other than those employed or authorized by DEX, or if parts, accessories or components not authorized by DEX are fitted to the equipment.

6. Extent of Labor Services, Repair and Replacement Parts. Labor performed during a service call includes lubrication and cleaning of the Equipment and the adjustments, repair or replacement of parts. All parts necessary to the normal operation of the Equipment will be furnished free of charge. In the event that the Equipment is interfaced to a computer or computer network, this agreement covers only the labor, parts, software and updates that are provided by the Equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on Equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. In some instances, computer support can be offered on a per call basis.

7. Charges. The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the term and any renewal term within 15 days of the date of invoice date for such charges. A copy/print is 8.5 x 11.

8. Business Hours for Service. Maintenance services shall be provided hereunder only during DEX normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX holidays and subject to change by DEX. Customer may request DEX to perform service outside of normal business hours, subject to availability of personnel, at established DEX rates then in effect.

9. Availability of Supplies. DEX Customer Service Engineers do not carry or deliver consumable supplies (toner, developer, etc.). It is Customer's responsibility to have the necessary supplies available for use. Should a Service Engineer be required to courier consumable items to the Customer, Customer will be invoices a courier fee of $25.00 per instance.

10. Equipment Installation. Certain Equipment must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. Customer shall ensure that the Equipment is placed in an area that conforms to these requirements. Equipment must have a DEX approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX or an authorized agent of DEX, may not be covered under this agreement.

11. Customer Changes. Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX reserves the right to terminate this Agreement in the event that such changes, alterations, or attachments make it impractical for DEX to continue to service the Equipment.

12. Initial Term. This Agreement shall become effective upon receipt and acceptance by DEX and shall continue for ~~63~~ 48 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

13. Automatic Renewal. This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

14. Termination. The Initial Term of this agreement shall be as set forth above. In the event that DEX terminates this agreement due to uncured Customer breach, or if the Customer elects to terminate Service prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

15. Customer Meter Reading and Reporting Obligations. Customer agrees to provide DEX with accurate and timely meter readings at the end of each applicable billing period through the use of DEX meter collection appliances and software during the Initial Term and all subsequent Renewal Terms. If a DEX appliances are installed, they must be returned upon termination of this Agreement or the Customer will be billed $125.00 per appliance. If Customer does not allow the use of DEX meter collection appliances and software, then Customer is responsible for the manual reporting of meters on a timely basis.

16. Return of Consumables. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX.

17. Breach or Default. If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX may (a) refuse to service the Equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoke the Customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX for the cost and expense of collecting including the maximum attorney's fees permitted by law. If the Equipment is moved to a new service zone, DEX shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a prorata basis. If Equipment is moved beyond DEX service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this agreement, taking into account the distance to Customers new location and DEX published rates for service on a "per call" basis. If Customer uses other than DEX supplies, and such supplies are determined to be defective or not acceptable by DEX and/or cause abnormally frequent service calls or service problems, then DEX may at its option, terminate this agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this agreement, however, that the Customer use only DEX supplied materials.

18. Late Charges; Interest; Suspension of Service. Customer agrees to pay all invoices tendered for services performed and/or parts installed on Equipment when services are performed within 15 days of the date of invoice date. If any part of any payment due to DEX hereunder is more than 5 days past due, Customer agrees to pay a late charge equal to ten percent (10%) to cover DEX administration costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, DEX shall have the right to discontinue service in the event Customer become delinquent in payment.

PLATINUM CONTRACT (applicable to all equipment listed on Sales Order owned by DEX)

19. All Equipment delivered by DEX remains the property of DEX. Upon termination of this Agreement, Equipment owned by DEX must be purchased by customer within 30 days at a mutually agreed upon price; or Customer must deliver the equipment to PrintCounts in good condition and repair to a location designated by PrintCounts within 60 days. Any Equipment owned by DEX which are not returned will be billed to the Customer at replacement value.

GENERAL TERMS AND CONDITIONS

20. Taxes. Customer shall pay all sales and use taxes, personal property taxes and all other taxes and charges relating to the purchase, ownership, delivery, lease, procession or use of the Equipment or the provision of Maintenance Services.

21. Attorney's Fees; Costs. In the event Customer defaults under the Agreement, or if any other dispute arises hereunder requiring DEX to refer said matter to an attorney and/or initiate, or defend, any court action in any way related to this Agreement, Customer agrees to pay DEX reasonable attorney's fees and all costs resulting from such action.

~~**22. WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.**~~

23. No Waiver. Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by DEX does not constitute a waiver of such rights by DEX, or in any way prevent DEX from enforcing such rights, or any other rights hereunder, at a later time.

24. NO MODIFICATION OF TERMS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THESE TERMS AND CONDITIONS MAY NOT BE VARIED, MODIFIED, OR CHANGED EXCEPT BY WRITTEN AGREEMENT EXECUTED BY A CORPORATE OFFICER OF DEX. NO SALES OR SERVICE PERSONNEL, INCLUDING BUT NOT LIMITED TO, MANAGERS OR SUPERVISORS, HAS ANY AUTHORITY TO OVERRIDE THIS PROVISION.

25. Notice. Any notice or other communication given or required in connection with this Agreement, shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to DEX, said notice shall be send to DEX imaging, Inc. Attention: Legal Administrator, 5109 W. Lemon Street, Tampa, Florida 33609 or such other address as DEX may hereafter designate in writing.

26. No Warranty. Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

27. Miscellaneous. This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed and performed in the State. It constitutes the entire agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX. Any and all prior negotiations, agreements (oral or written), or understandings are hereby suspended.

28. Affirmative Action. DEX and all vendors and/or subcontractors are obligated to, and do, to the best of DEX knowledge, comply with the EEO clause at 41 CFR 66-1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

Initials _____

Amendment
(For Equipment Order/Service Agreement Terms and Conditions)

This amendment amends the above referenced agreement between Dex Imaging of Alabama, LLC (Dex) and County of Escambia (Customer) which agreement is identified in the Seller's internal books and records and Agreement No. 1231458 (The "Agreement"). Seller and Buyer have mutually agreed that the following modifications be made to the Agreement.

1. In Section 12, "Initial Term", is amended to read "The Agreement shall be effective upon receipt and acceptance by Dex and shall continue for 48 months following the date of first invoice.

2. In Section 17, "Breach or Default", is deleted in its entirety and replaced with the following

   "17. **Breach or Default.** If the customer does not pay all charges for maintenance, parts or supplies as provided hereunder, promptly when due, Dex may (1) refuse to service the equipment or (2) furnish service on a "per call" basis at published rates.

3. In Section 18, "Late Charges, Interest, Suspension of Service" is deleted in its entirety and replace with the following.

   "18. "Late Charges, Interest, Suspension of Service" Customer agrees to pay all invoices tendered for services performed and/or parts installed on equipment in a timely manner. Customer agrees that payment and interest on any late payments shall be governed by Florida State Statute FS218.70.

4. Under the Section "General Terms and Conditions" Section 21 entitled "Attorney's Fees" is deleted in its entirety.

5. Under the Section "General Terms and Conditions" Section 22 entitled "Waiver of Jury Trial" is deleted in its entirety.

6. In Section 24 the term "A corporate officer of Dex" is replaced with "Scott Casey, Chief Financial Officer, Dex Imaging."

7. In Section 27 the term "duly authorized officers of Dex" is replaced with "Scott Casey, Chief Financial Officer, Dex Imaging."

DEX Imaging of Alabama, LLC	County of Escambia
Lessor	Lessee
By:	By: X
Signature	Signature
	D. B. Underhill, Chairman
Print Name & Title	Print Name & Title
Date Accepted:	Date:

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 4/10/17

APPROVALS

SPECIAL INSTRUCTIONS

Agreement to utilize terms and conditions of previous Escambia County Corrections Dept. Contract.

Pricing based on State of Florida Contract

DEX SALES ASSOCIATE

Name: Jonathan Cole

Date: March 31, 2017

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title:
Date: 4/10/17

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.

Escambia County Corrections Dept.

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name: _____

Date: _____

Name: D. B. Underhill

Title: Chairman

Date: _____

Initials: _____

DEX imaging

(LEASE) SCHEDULE A

Escambia County Corrections Deptartment
2251 N. Palafox Street
Pensacola, FL 32501

Application # _____

Customer # _____

EQUIPMENT

Quantity	Make/Model	Location
1	Konica-Minolta Bizhub B&W 454e	2251 N. Palafox Street Pensacola, FL 32501
1	Konica-Minolta Bizhub B&W 454e	1211 W. Fairfield Dr. Pensacola, FL 32502
1	Konica-Minolta Bizhub B&W 454e	190 Governmental Center Room 14002 Pensacola, FL 32502

By Lessor:
DEX Imaging, inc.

By Lessee:
Escambia County Corrections Deptartment

_____
Dex Imaging Authorized Representative

Name: _____

Date: _____

_____
Customer's Authorized Representative

Name: D.B. Underhill, Chairman

Date: _____

Initials: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/10/17

DEX imaging

LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words **Lessee, you** and **your** in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words **we, us,** and **our** in this Lease, we mean the **Lessor,** DEX imaging of Alabama, LLC. Our address is **1045 Downtowner Blvd, Mobile, AL 36609**

CUSTOMER INFORMATION

Lessee Name	Federal Tax ID#	Approval #
Escambia County Corrections Deptartment	59-6000598	
Billing Street Address/City/County/State/Zip		**Lease #**
2251 N. Palafox Street Pensacola, Escambia, FL 32501		
Equipment Location (if different from above)	**Lessee Phone No.**	**Customer #**
SEE SCHEDULE A	850-595-4062	

SUPPLIER INFORMATION

Supplier Name		
DEX Imaging of Alabama, LLC,	("SUPPLIER")	
Street Address/City/State/Zip	**Supplier Phone #**	
51 Industrial Boulevard Pensacola, FL 32503	850-433-5500	

EQUIPMENT DESCRIPTION

☐ *(Please see attached schedule for additional equipment*

Quantity	Make/Model	Serial Number
	SEE SCHEDULE A	

END OF LEASE PURCHASE OPTION

Check one applicable box. **If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.**

☑ Fair Market Value Purchase Option ☐ Fixed Price Purchase Option of $ _____

☐ Fixed Price Purchase Option of % of the Total Cash Price

PLUS APPLICABLE TAXES

TERM AND PAYMENT SCHEDULE

Initial Lease Term:	Lease Payment:
48	$ 265.05

Additional Provisions:

You agree to pay at the time you sign this Lease:

A) Total Advance Lease Payment: 0 (Mos.) = $ 0.00

B) Sales/Use Tax on Advance Lease Payment = $ 0.00

C) One-time Origination Fee = $ 75.00

D) Total of A + B + C = $ 75.00

If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.

PLUS APPLICABLE TAXES

INSURANCE & TAXES

You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. **EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.**

DEX Imaging of Alabama, LLC	Escambia County Corrections Deptartment
Lessor	Lessee
X	X
Authorized Signature	Authorized Signature: D.B. Underhill, Chairman
Print Name & Title / Date	Print Name & Title / Date

Approved as to form and legal sufficiency.

By/Title:

Date:

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words **you** and **your** in this Personal Guaranty, we mean the **Personal Guarantor(s)** indicated below. When we use the words **we, us** and **our** in this Personal Guaranty, we mean DEX imaging of Alabama, LLC., the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. **THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.**

X	X
Personal Guarantor (no title)	Personal Guarantor (no title)
Print Name / Date	Print Name / Date
Home Street Address/City/State/Zip	Home Street Address/City/State/Zip
Phone Number	Phone Number

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX imaging of Alabama, LLC, or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX imaging of Alabama, LLC. or its assignee and DEX imaging of Alabama, LLC. after receipt of (i) the deposit payment, if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX imaging of Alabama, LLC. shall be to refund to you the amount that has been paid us by you. If an advance payment is required, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month (or such other time period stated on page 1 of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all trade-ups and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of $30, or if less, the maximum charge allowed by law.

2. NO WARRANTIES. We are leasing the Equipment and any software to you **"AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING OF ALABAMA, LLC., INC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.** We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: a) we have not had, do not have, nor will have any title to such software; b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; c) you have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this lease is $1.00 you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) an origination fee of $75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in Our discretion. (a) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this subsection (a) or (b). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit, risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this lease is $1.00, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. **YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.**

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition; (g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment, (c) require you to immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its' fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the remaining balance after such application".

10. FINANCE LEASE STATUS. The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522)

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is $1.00, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive month to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you **"AS-IS, WHERE-IS"** without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fee and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. EXECUTION AND DELIVERY. This lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, faxed or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this lease and receipt of a copy of the originally signed lease.

16. FINANCIAL INFORMATION. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. **You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease.** If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.

Initials: _____

Amendment

This Amendment amends that certain agreement by and between DEX Imaging of Alabama, LLC ("Lessor") and County of Escambia ("Lessee") which agreement is identified in the Lessor's internal books and records as Agreement No. 1231458 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Lessor and Lessee have mutually agreed that the following modifications be made to the Agreement.

1. The two consecutive sentences in the section on the face of the Agreement entitled, "***TERMS AND CONDITIONS***," which state, "IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL", are hereby deleted in their entirety and replaced with the following:

   "YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN FLORIDA AND WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS."

2. The section on the face of the Agreement entitled, "**PERSONAL GUARANTY,**" is hereby deleted in its entirety.

3. The second to the last sentence in Section 1, entitled, "**LEASE; DELIVERY AND ACCEPTANCE,**" which states, "If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law)," is hereby deleted in its entirety and replaced with the following:

   "Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended."

4. Section 4, entitled, "**TAXES AND FEES,**" is hereby deleted in its entirety and replaced with the following:

   "4. **TAXES AND FEES.** You agree not to file any personal property tax returns. You agree to pay us a fee in accordance with our current fee schedule, which may change from time to time for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit. "

5. Section 6, entitled, "**INSURANCE/COLLATERAL PROTECTION,**" is hereby deleted in its entirety.

6. Section 8, entitled, "**DEFAULT**" is hereby amended to replace the phrase, "within 10 days of its due date", with the phrase, "within 20 days of its due date".

7. Section 9, entitled, "**REMEDIES,**" is hereby deleted in its entirety and replaced with the following:

   "If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); (c) require that you immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; and (d) charge you interest on all amounts due us from the due date until paid in an amount not to exceed the

maximum lawful rate. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the remaining balance after such application."

8. Section 13, entitled, " **INDEMNIFICATION**," is hereby deleted in its entirety and replaced with the following:

"**13. INDEMNIFICATION:** To the extent permitted by law, you are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fees and costs, incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession."

9. The following sentences in Section 16, entitled "**MISCELLANEOUS**," are hereby deleted in their entirety:

"If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Lessor.

DEX Imaging of Alabama, LLC	County of Escambia
Lessor	Lessee
By:	By: **X**
Signature	Signature
	D.B. Underhill, Chairman
Print Name & Title	Print Name & Title
Date Accepted:	Date:

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title:
Date: 4/10/17

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Dex Imaging of Alabama, LLC ("we", "us", "our") and Escambia, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1231458 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: X NAME & TITLE: D.B. Underhill, Chairman DATE:

OUR SIGNATURE

Dex Imaging of Alabama, LLC

SIGNATURE PRINT NAME & TITLE DATE

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title:
Date: 11/1/17

016089-VP07NAMC(DexAL)_0316

Community Corrections Quote Sheet for copiers
at Probation, Intake and Work Release

Three devices with a 4-yr lease
Black and White Only Copier
with Fax capability
approximately 22,800 copies
to be made cumulatively

	Dex	Xerox	CPC
Lease per month for all three devices	$265.05	$374.19	$323.04
service per month for all three devices - includes parts,labor, repair and toner	$75.00	$328.32	$0.00
copies included cumulatively	15,000	22,800	0
price for copiers thereafter	$0.0055	$0.0158	$0.0050
estimated extra copies to equal 22,800	$42.90	$0.00	$134.52
Monthly charge total	**$382.95**	**$702.51**	**$457.56**

Confidential Proposal prepared for:

Escambia County Community Corrections

Monday, February 27, 2017

DEX imaging

neopost KYOCERA KONICA MINOLTA INDEX DATAFILES PRINT COUNTS DEX FM FACILITIES MANAGEMENT

Investment Summary
Konica Minolta 454e Black & White MFP as configured

48 month lease for three devices including fax kits
$265.05 per month

Included in Lease Price
* FMV zero down lease
* Includes pickup of existing device, delivery of Konica Minolta device as configured including, installation, networking, and training
*Does not include service pricing

Service Plan
** Service all Inclusive
Service will be billed monthly

Black and White
15,000 base minimum per month at $75.00 per month
overages billed at $0.0055 per click

** Service Includes: All Parts, Labor, Toner & Supplies
** Does not include paper or staples
Guaranteed 4 hour or less response time

Lease Pricing PROPOSAL

Presented to Escambia County Corrections

By Robert N Peters

On 2/24/2017

State or Local Government Negotiated Contract : 072537800

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. 5945APT (WORKCENTRE 5945)	- Ck1.5 - 1 Line Fax - Off Finisher 50sheet	Lease Term: 48 months Purchase Option: FMV	3/9/2017
2. 5945APT (WORKCENTRE 5945)	- Ck1.5 - 1 Line Fax - Off Finisher 50sheet	Lease Term: 48 months Purchase Option: FMV	3/9/2017
3. 5945APT (WORKCENTRE 5945)	- Ck1.5 - 1 Line Fax - Off Finisher 50sheet	Lease Term: 48 months Purchase Option: FMV	3/9/2017

Monthly Pricing

Item	Lease Minimum Payment	Maintenance Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. 5945APT	$124.73	$109.44	1: Black and White Impressions	1 - 7,600 7,601+	Included $0.0158	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. 5945APT	$124.73	$109.44	1: Black and White Impressions	1 - 7,600 7,601+	Included $0.0158	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. 5945APT	$124.73	$109.44	1: Black and White Impressions	1 - 7,600 7,601+	Included $0.0158	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$374.19	$328.32	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of Escambia County Corrections. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 3/26/2017.

For any questions, please contact me at (850)510-2952

XEROX TOTAL SATISFACTION GUARANTEE

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Lease Pricing PROPOSAL

xerox

Introductory Pricing

You are receiving special Introductory Pricing. Your Minimum Payment for Products identified in the Pricing Detail table below will be adjusted during the Introductory Pricing period as set forth in the Pricing Detail table, and will be different from the Minimum Payment during the balance of this Agreement. The Pricing Detail table illustrates how the Minimum Payment will be affected during the Introductory Pricing period.

Monthly Minimum Pricing Summary for all 3 items to be installed at this location during the 3 Month Introductory Period

	Month 1	Month 2	Month 3	Full Amount
Products	$374.19	$374.19	$374.19	$374.19
Maintenance	$47.88	$47.88	$47.88	$328.32
Total	$422.07	$422.07	$422.07	$702.51

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product Minimum Payment	Maintenance Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. 5945APT	1 - 3	$124.73	$15.96	1: Black and White Impressions	1 - 7,600 7,601+	Included $0.0021	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
2. 5945APT	1 - 3	$124.73	$15.96	1: Black and White Impressions	1 - 7,600 7,601+	Included $0.0021	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
3. 5945APT	1 - 3	$124.73	$15.96	1: Black and White Impressions	1 - 7,600 7,601+	Included $0.0021	- Full Service Maintenance Included for all prints - Consumable Supplies charge only

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Proposed Solution

Prepared for:

my escambia

COMMUNITY CORRECTIONS

Prepared By:

Gregg Koontz
Chief Marketing and Sales Officer
CPC Office Technologies
gkoontz@cpctek.com

Monday, February 27, 2017

CPC OFFICE TECHNOLOGIES • 910 EAST CERVANTES STREET • PENSACOLA, FL 32501
TEL: 850.432.1580 FAX: 850.432.8666 WWW.CPCTEK.COM

Proposed Solution

Ricoh MP4055 Monochrome Digital MFP

- 40ppm Black and White
- Network Print/Scan/Copy/Fax
- 220 Sheet Automatic Duplex Document Feeder
- 2,300 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- COLOR Scan to Folder, Email, Desktop, USB Drive
- 1200x1200 dpi
- Walk-Up and Network Faxing Included
- PCL6 Ready

GSA Contract GS-03F-0085U

48 Month Lease Agreement: **$107.68 per month**

Maintenance Agreement:

- Includes all parts, labor, and supplies. Excludes paper and staples. All copies/ prints billed as per your usage. Each copy billed at .0059 per page.

- Includes set-up, delivery, network installation, and end-user training.

Service Guarantee on Following Page

CPC OFFICE TECHNOLOGIES • 910 EAST CERVANTES STREET • PENSACOLA, FL 32501
TEL: 850.432.1580 FAX: 850.432.8666 WWW.CPCTEK.COM

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12126 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Escambia County Youth Employment Program
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Youth Employment Program - Tonya Gant, Neighborhood & Human Services, Department Director.

That the Board take the following action:

A. Approve the implementation of the Escambia County Youth Employment Program (ECYEP) to operate for two cycles – a summer cycle to begin June 4, 2017, through August 4, 2017, and a fall cycle to begin October 2, 2017, through December 1, 2017;

B. Approve the program implementation and funding for the Fiscal Year 2016-2017 summer cycle, in the amount of $78,215.20;

C. Approve the program implementation for the fall cycle, which will be funded in the Fiscal Year 2017-2018 Budget; and

D. Authorize the issuance of all related Purchase Orders associated with the Fiscal Year 2016-2017 summer cycle.

[Funding source: Fund 001, General Fund, Cost Center 130201, and Account Code 53401]

BACKGROUND:

The overall intent of the program is to promote career development while providing on the job paid work experiences in various occupations throughout the departments of the Board of County Commissioners. Program participants will be able to work up to a maximum of 20 hours per week and will be paid at the state minimum wage rate of $8.10 (excluding temporary staffing service billable rate). One contracted part-time staff, via the temporary labor service contract agreement, will be utilized to assist with conducting pre and post training sessions, work site monitoring and case management services.

Program eligibility will be based on the following factors: must be and maintain county residency; provide documentation of school enrollment, if applicable; must have no felony convictions; must pass a criminal background screening, if 18yrs. and older; total family household income must not exceed the 200% Poverty Level Guidelines and program application must be submitted by deadline date. Participants will be required to complete an assessment tool to determine skills and abilities, upfront mandatory job readiness preparatory classes, paid work experience at designated worksites, and a post-employment debriefing session and evaluation which shall culminate with an award ceremony for program completion.

BUDGETARY IMPACT:

Funding source: Fund 001, General Fund, Cost Center 130201, and Account Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved program processes and forms associated with this project.

PERSONNEL:

Neighborhood & Humans Services Program staff will provide oversight of this program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required and has been obtained for implementation of this program.

IMPLEMENTATION/COORDINATION:

Neighborhood & Human Services Department will implement this program in coordination with identified county departments.

Attachments

Youth Employment Program

Escambia County
Youth Employment Program (ECYEP)

Program Synopsis

Youth between the ages of 16-20 who reside in Escambia County, FL and desire to participate in the in the Escambia County Youth Employment Program (ECYEP) will be provided an opportunity to gain meaningful work experiences designed to assist with preparation for today's workforce. The overall intent of the program is to promote career development while providing on the job paid work experiences in various occupations. The program will be funded by the Escambia County Board of County Commissioners, and administered by the Neighborhood & Human Services (NHS) Department.

It is felt that providing resourceful tools for the work industry at this young age will impress upon the minds of the youth that work is good and necessary and will provide financial sustainability not only for themselves and their families but will contribute to the economic growth and well being of their community.

The Escambia County Youth Employment Program (ECYEP) will provide the following:

- Pre-employment assessment tool to determine skills, abilities and career goals
- Job readiness preparatory training classes
- Placement into paid work experience job slots
- Post-employment evaluation to determine success rate

Participants may work up to a maximum of 20 hours per week and will be paid at the state minimum wage rate of $8.10 per hour.

Eligibility requirements may include, but not limited to:

- Application submission by deadline date
- Documentation of Escambia County school enrollment (school district, accredited school or home school verification), if applicable
- Must be a county resident
- Must pass drug screening
- If 18yrs. or older, must pass criminal background check
- Total household income must meet 200% Poverty level guidelines

NHS staff will be responsible for the screening and selection process of the applications. **A limited number of participants will be selected to ensure maximum supervision levels.**

NOTE: Applicants may be chosen by a lottery process if the number of eligible applications received exceeds the maximum allotted amount of job slots. Applications will be numbered to ensure anonymity and that the selection process is not biased. This process is to allow for a fair and equitable process for all.

The program will consist of upfront mandatory job readiness preparatory classes; paid work experience at a designated assigned work site; and a post-employment debriefing session and evaluation which shall culminate with an award ceremony for program completion.

Job Readiness Preparatory Classes

These training sessions shall include, but not limited to:

- Program orientation and assessment
- Job Search skills
- Resume writing
- Job application process
- Interviewing techniques
- Time management
- How to get along with others in the workplace
- Honesty in the workplace
- Job retention
- Workplace etiquette

Work Experience

Below is a limited listing of job positions working in the areas of, but not limited to:

- Office assistance
- Inventory warehousing
- Recreational/sports arenas
- Park restoration/maintenance
- Agriculture
- Animal Care
- Library Services
- Information Technology
- Conservation

All possible positions and work conditions are subject to the Florida Department of Business Professional Regulation and Florida Statues Child Labor Laws, XXXI (See Attachments) Chapter 450. Restrictions may apply regarding the placement of this population with regard to limited work hours and times, mandatory scheduled break periods, age restrictions and job duty limitations.

Post Debriefing and Evaluation

Upon completion of the last day of work, participants will be provided with post debriefing sessions which will include but not limited to:

- Program re-cap (program overview/lessons learned)
- Individual exit evaluation
- Will be provided with a professional resume to be used for future employment opportunities
- Letters of recommendations from program and/or worksite supervisor
- Certificate of program completion
- Award ceremony reception

Tentative internal host worksites

--Parks and Recreation
--Community Resource Centers
--Animal Shelter
--Libraries
--Public Safety (Emergency Services & Fire Services)
--Information technology
--Community Corrections/Probation
--Facilities Management
--Extension Services
--Human Resources
--Natural Resources
--Public Works
--Human Resources
--Risk Management
--Building Services

Program Outcomes

1. Providing financial stability for youth and family
2. Gainful work experience to be added to resume for future employment
3. Development of networking opportunities
4. Enhancement of career goals and objectives

Statistical data will be captured from inception to completion to gauge program successes such as: Career development enhancement; new or continued unsubsidized employment; participant completion rate and other qualifying factors to be determined in an effort to project program sustainability.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12116 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Sales Order Agreement & Terms
From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Election Systems & Software Sales Order Agreement - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Election Systems & Software Sales Order Agreement & terms of Elections System and Software for ExpressVote BMD Terminals, Carrying Cases, and Equipment Operations Training:

A. Find, pursuant to Section 101.293(1)(b), Florida Statutes, that "a single source" is available to the County from which to purchase such compatible voting system equipment meeting the standards for voting systems in Section 101.56062, Florida Statutes, currently used in Escambia County;

B. Approve the Election Systems & Software Sales Order Agreement for the purchase amount of $345,150; and

C. Authorize the Chairman to execute the Agreement.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

BACKGROUND:

The multi-year lease for voting equipment to serve voters with disabilities expired in December, 2016. The ExpressVote is the replacement technology to serve voters with disabilities, which is required by federal and state law. This equipment has a touch screen and braille capabilities along with an audio function. Election Systems and Software, currently serves as the certified vendor for Escambia County and is the single, certified source under Section 101.293, Florida Statutes, from which such suitable equipment may be acquired to integrate into the County's existing voting system.

BUDGETARY IMPACT:

Funds are available in Fund 352,LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028

LEGAL CONSIDERATIONS/SIGN-OFF:

The document has been reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County ordinance provides for Board approval for sales order agreements for purchasing voting equipment.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, purchase orders will be issued by the Office of Purchasing.

Attachments

Election Systems & Software Sales Order Agreement & Terms

ELECTION SYSTEMS & SOFTWARE

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Customer P.O. #: _____
1st Election Date: To be Agreed Upon by the Parties
Estimated Delivery Date: To be Agreed Upon by the Parties

Customer Contact, Title: David Stafford - Supervisor of Elections
Customer Name: Escambia County, Florida
Phone Number: (850) 595-3900
Fax Number: (850) 595-3914

Type of Sale: ☑ NEW
Type of Equip: ☑ NEW ☐ REFURBISHED

Bill To:	Ship To:
Escambia County, Florida	Escambia County, Florida
David Stafford - Supervisor of Elections	David Stafford - Supervisor of Elections
P.O. Box 12601	100 E. Blount Street
Pensacola, FL 32591	Pensacola, FL 32591

	Item	Description	Qty	Price	Total
1	ExpressVote	ExpressVote BMD Terminal with Internal Backup Battery, Power Supply with AC Cord, ADA Keypad, Headphones, and 4GB Flash Drive	100	$3,325.00	$332,500.00
2	Other	Soft-Sided Carrying Case	100	$175.00	$17,500.00
3	Equipment Installation	ExpressVote BMD Terminals	100	$105.00	$10,500.00
4	Services	Equipment Operations Training Day	1	$1,650.00	$1,650.00
5	Shipping	Shipping & Handling	1	$3,000.00	$3,000.00
				Order Subtotal	$ 365,150.00
				Customer Loyalty Discount	($20,000.00)
				Order Total	$ 345,150.00

Freight Billable: yes ☑ no ☐

Gene Seets
Regional Sales Manager

Customer Signature Date

V.P. of Finance Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

D. B. Underhill, Chairman
Title

Special Notes:

Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year After Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

BCC Approved _____

Approved as to form and legal sufficiency.
4/13/2017 10:47 AM
By/Title: _____
Date: _____

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES (POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine

Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been

removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes,

transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	$60,000.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	$32,500.00
Total Maintenance Fees for the Initial Term:		**$92,500.00**
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the fifth anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
100	ExpressVote BMD Terminal	Year 1	$120.00	$12,000.00
100	ExpressVote BMD Terminal	Year 2	$120.00	$12,000.00
100	ExpressVote BMD Terminal	Year 3	$120.00	$12,000.00
100	ExpressVote BMD Terminal	Year 4	$120.00	$12,000.00
100	ExpressVote BMD Terminal	Year 5	$120.00	$12,000.00
Total Hardware Maintenance Fees for the Initial Term				**$60,000.00**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Escambia County, Florida

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
    - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
        - Service performed by an ES&S trained and certified technician.
        - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
        - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.

- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of ES&S Equipment.
- Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE

Initial License and Maintenance Term: Expiration of the Warranty Period through the **fifth** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
100	ExpressVote BMD Terminal	Year 1	$65.00	$6,500.00
100	ExpressVote BMD Terminal	Year 2	$65.00	$6,500.00
100	ExpressVote BMD Terminal	Year 3	$65.00	$6,500.00
100	ExpressVote BMD Terminal	Year 4	$65.00	$6,500.00
100	ExpressVote BMD Terminal	Year 5	$65.00	$6,500.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				**$32,500.00**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
    - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.

4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.

5. Customer shall be responsible for data extraction from Customer voter registration system.

6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

11. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing (subject to applicable requirements under the Florida Public Records Law) of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot sheets or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Intentionally Omitted.**

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the ES&S Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made

by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified;

(ii) Customer's pro-rata share of such future state certification or recertification costs; and

(iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. Entire Agreement. This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12120 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Supplemental Budget Amendment #124 - Zika Mosquito Control Services Reimbusement Funds
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #124 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #124, General Fund (001), in the amount of $25,862, to recognize funds received from the Florida Department of Health reimbursing Escambia County for chemical and equipment expenditures associated with enhanced Zika Mosquito control services, and to appropriate these funds back into the Fiscal Year 2016/2017 Mosquito Control Budget.

BACKGROUND:

A public health emergency order (16-149) was issued from the Office of the Governor regarding the spread of the Zika virus on February 3, 2016 to portions of South Florida. The order was amended on June 23, 2016 to add more counties to the affected area, including Escambia County. Through this action, supplemental funding was provided to affected counties to enhance mosquito control activities to minimize the spread of the Zika virus. During fiscal year 2016-2017, this resulted in a funding enhancement of $25,862 received under terms and conditions of the Scope of Work 16-011 towards purchases of treatment chemicals and equipment as well as overtime funding for enhanced mosquito response activities.

BUDGETARY IMPACT:

This amendment will increase Fund 001 in the amount of $25,862.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

017sa124

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 reimbursement funds from the Florida Department of Health for Zika expenditures for use in the provision of domestic mosquito control services in response to a public health emergency. Funds were received under terms and conditions of the scope of Work 16-011 and Office of the Governor Executive Order Number 16-149 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:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Zika Mosquito control Services	001	337604	$25,862
Total			$25,862

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Travel and Per Diem	001/220701	54001	$1,000
Operating Supplies	001/220701	55201	$20,143
Reserves	001/220701	59801	$4,719
Total			$25,862

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.04.21 10:49:47 -05'00'

OMB Approved

Supplemental Budget Amendment
#124

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12111 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Surplus and Sale of 21 County-Owned Parcels of Real Property Located on Innerarity Island
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of 21 County-Owned Parcels of Real Property Located on Innerarity Island - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of 21 County-owned parcels of real property located on Innerarity Island:

A. Declare surplus 21 parcels of the Board's real property located on Innerarity Island, as listed below:

Parcel Reference #	Address	Minimum Bid
15-3S-32-2001-003-004	16795 INNERARITY POINT ROAD	$60,000
15-3S-32-2001-004-004	16797 INNERARITY POINT ROAD	$58,000
15-3S-32-2001-009-004	5305 NORTH SHORE ROAD	$58,000
15-3S-32-2001-008-004	5307 NORTH SHORE ROAD	$58,000
15-3S-32-2001-007-004	5309 NORTH SHORE ROAD	$58,000
15-3S-32-2001-001-007	5426 NORTH SHORE ROAD	$70,000
15-3S-32-2001-020-008	5931 RED CEDAR STREET	$80,000
15-3S-32-2001-021-008	5941 RED CEDAR STREET	$80,000
15-3S-32-2001-022-008	5951 RED CEDAR STREET	$80,000
15-3S-32-2001-017-005	5980 RED CEDAR STREET	$315,000
15-3S-32-2001-018-005	5990 RED CEDAR STREET	$330,000
15-3S-32-2001-017-008	RED CEDAR STREET	$40,000
15-3S-32-2003-012-003	16402 NORTH SHORE COURT	$30,000
15-3S-32-2003-006-003	16411 NORTH SHORE COURT	$30,000
15-3S-32-2003-008-006	16502 NORTH SHORE LANE	$30,000

15-3S-32-2003-009-006	16504 NORTH SHORE LANE	$30,000
15-3S-32-2003-003-005	16505 NORTH SHORE LANE	$30,000
15-3S-32-2003-010-006	16506 NORTH SHORE LANE	$30,000
15-3S-32-2003-004-005	16507 NORTH SHORE LANE	$30,000
15-3S-32-2003-002-006	16605 NORTH SHORE COVE	$30,000
15-3S-32-2006-008-009	16651 SEASCAPE STREET	$25,000

B. Authorize the sale of these properties to the bidder with the highest offer received at or above the minimum bid amounts listed above;

C. Authorize staff to use an online real estate auction company to market and sell these properties; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete the sale of these properties, without further action of the Board.

BACKGROUND:

The County inherited 119 parcels of real property on Innerarity Island as part of a settlement agreement. The Board at its February 2, 2017 meeting agreed to put in place a Municipal Services Benefit Unit (MSBU) as a funding source for water and sewer infrastructure for these properties. Disposition of these parcels will be in phases, beginning with the outlier 21 parcels listed above. In addition, there are 15 interior parcels that will be held for conservation, as shown on the attached map.

BUDGETARY IMPACT:

Sale of these properties will generate revenue to be placed in the IIDC account and will be used to offset the cost of the MSBU for the sewer and water system development (Fund 101, CC: 110210).

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Map - IIDC Parcels

INNERARITY ISLAND

N
W E
S

Legend

- Innerarity Island Development Corp (Disposition TBD)
- Phase I Parcels for Disposition (Sale) - 21
- Parcels to be Reserved for Conservation - 15
- Parcels Not Buildable - 20

SEASCAPE LN
SEASCAPE CT
SEASCAPE CIR
SEASCAPE WAY
SEASCAPE CV
SEASCAPE ST
SEASCAPE DR
NORTH SHORE CV
NORTH SHORE LN
NORTH SHORE CT
NORTH SHORE WAY
NORTH SHORE DR
NORTH SHORE RD
EGRET CIR
INNERARITY POINT RD
RED CEDAR ST
INNERARITY LN
INNERARITY CIR
SHORES CIR
YGNACIO SERRA DR
ATOLL DR
BOCACCIO DR
NARWHAL DR
SOCA CIEGA BLVD

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

"This map/data was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

Document Path: Q:\1YNETTE\MAPS\Innerarity Island\Innerarity Island_Dev_Corp_forTara_AMY_w_conservation_and_phase_1_sales_no_labels.mxd

Date of Aerial Photography - December 2015/January 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12018 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Tax Deed Application for Property over $5,000
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Over $5,000 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the Application List (as provided) for 85 tax deeds for parcels over $5,000. The Tax Deed Application process fees total $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel.

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the Certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County where the lands described in the Certificate are located shall make application for deed on all Certificates on property valued at $5,000 or more on the Property Appraiser's Roll. Each of the properties that are the subject of this Recommendation are valued at $5,000 or more on the Property Appraiser's Roll.

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

BACKGROUND:

Florida Statute 197.502(3) provides that the County where the lands described in the certificate are located shall make application for deed on all certificates on property valued at $5,000 or more on the Property Appraiser's roll. The Tax Deed Application process fees total $725 (Tax Collector: title search $200 and application fee $75; Clerk of the Circuit Court: clerk's fee $60, sheriff $120, legal advertisement $200, and online auction fee $70) per parcel.

BUDGETARY IMPACT:

The total cost for these tax deed applications is $61,625. Funds are available in the General Fund (001), Cost Center: 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court.

Attachments

County-Owned Tax Certificates Over $5,000

County-Owned Tax Certificates Over $5,000

	Account #	Reference #	Owner(s)	Property Address	2016 PA Value	District
1	02-0748-500	111S301901009054	John G Woodson	120 W JOHNSON AVE 32534	$ 12,915.00	3
2	02-0751-500	111S301901020054	Mechelle J Simpson	8512 POND AVE 32534	$ 22,678.00	3
3	02-1047-000	111S301901006123	Darrell L Kitchell	25 E DEVANE ST 32534	$ 23,507.00	3
4	02-1313-050	121S305000000009	Linda J Sanders	121 KAREN CIR 32514	$ 14,047.00	3
5	02-1400-000	121S305409000025	Jose Noriega	250 BLK E ENSLEY ST 32514	$ 5,131.00	3
6	02-3169-000	211S301101012014	David Lawson 1/4 Int & Robert A Lawson 1/4 Int & Earl Howard Lawson III 1/4 Int & Tina Pauline Lawson Cox 1/4 Int	6679 WESTMONT ST 32503	$ 27,222.00	3
7	03-0150-000	221S302401007007	Alumni Partners II LLC	8021 GRIFFITH ST 32534	$ 5,130.00	3
8	03-0782-500	231S304400001018	Life Estate Melissa Denise Blankenship & Melissa Denise Blankenship 1/2 Int & Ovando Vincentta Blanenship 1/2 Int	1324 BOLIVIA ST 32534	$ 31,091.00	3
9	03-1728-000	271S303101001051	Estate of Lula Walker	200 BLK KENMORE RD 32503	$ 7,524.00	3
10	03-1737-000	271S303101011051	F W Walker	1000 BLK KENMORE RD 32503	$ 8,550.00	3
11	04-0935-000	401S301001003010	William Dukes & Mary E Jones	6860 FIELDS LN 32505	$ 35,316.00	3
12	04-0984-400	401S302000004070	Lawrence & Edna Bassett	6921 CORNELIUS LN 32505	$ 5,463.00	3
13	04-1825-200	441S302000005009	Robert W Clayton & Kyle Clayton	5409 PIPELINE RD 32505	$ 5,653.00	1
14	04-1933-100	451S302000000002	Louis C Weber	1020 DEASON ST 32505	$ 9,025.00	3
15	04-2076-000	461S301100040002	Mary Ann Martin	936 LUCERNE AVE 32505	$ 32,838.00	3
16	05-0694-000	042S304000000014	Sandra Young-Thomas	3326 MARCUS DR 32503	$ 28,254.00	3
17	05-0878-000	042S306001350006	New Galilee Baptist	3100 BLK N ROOSEVELT ST 32503	$ 7,200.00	3
18	05-1256-000	042S306001009037	Alice Brown Varner 1/3 Int & Jacqueline Brown 1/3 Int & Louis Brown Jr 1/3 Int	3500 BLK N HAYNE ST 32503	$ 5,700.00	3
19	05-5912-000	152S306200022011	Christopher L Bolton & James C Bolton	304 GEORGIA DR 32505	$ 15,886.00	2
20	06-0368-000	162S302300004097	Ivan William	3428 W FAIRFIELD DR 32505	$ 6,000.00	3
21	06-1128-500	172S301200090004	Phillip Waldrop	2201 W LAKEVIEW AVE 32505	$ 40,504.00	3
22	06-1240-000	172S301300011010	Mary F Blair & Estate of John E Blair	1601 N S ST 32505	$ 9,246.00	3
23	06-1491-000	172S301400001058	Estate of Marilyn K McRaney	2310 N V ST 32505	$ 7,009.00	3
24	06-1775-000	172S301401010004	Alumni Partners II LLC	2200 ST MARY ST 32505	$ 5,930.00	3
25	06-2013-000	172S301500130014	William W West	W BOBE ST 32501	$ 6,120.00	3
26	06-2069-000	172S301500170021	Walter Lowe	2220 W BOBE ST 32505	$ 7,011.00	3
27	06-2150-000	172S301600140014	Annie Mae Hartley	1214 W YONGE ST 32501	$ 5,786.00	3
28	06-2345-000	172S305009003027	Helen Thomas	1300 W CROSS ST 32501	$ 6,558.00	3
29	06-2388-500	172S305009021041	Jessie L Webster	2510 NORTH I ST 32501	$ 20,471.00	3
30	06-2474-000	182S303101017003	Dannie Rich	700 W JORDAN ST 32501	$ 23,197.00	3
31	06-2947-700	182S306000013051	Louise W Crosley	800 BLK W FISHER ST 32501	$ 7,980.00	3
32	06-3229-000	312S302000010003	Novacare LLC	2704 W LEE ST 32505	$ 9,293.00	3
33	06-3238-000	312S302000001005	David M Teal	1412 N T ST 32505	$ 8,550.00	3
34	06-3371-000	332S301400000001	Connie Lee Roper	3614 W MORENO ST 32505	$ 8,303.00	3
35	06-3624-000	332S301300001007	Pauline K Dunson	1304 N GREEN ST 32505	$ 8,650.00	3
36	06-3738-000	332S301300130020	Mark Scanlan	1710 HOLLYWOOD ST 32505	$ 5,334.00	3
37	07-0573-723	342S300300023031	Patricia Whitmire	1210 N 46TH AVE 32506	$ 7,790.00	2
38	07-0671-100	342S300460027046	Gayle Malone Veasey	40 LIME ST 32505	$ 18,191.00	3
39	07-1369-000	342S301080006108	C H Williams Jr	4112 LILLIAN HWY 32506	$ 6,538.00	2
40	07-3685-000	372S301000055001	Mitchell G Stewart	104 FRISCO RD 32507	$ 35,863.00	2
41	07-4108-720	372S303400012002	Beverly D Robinson & Francis T Simmons III	4515 IDLEWOOD DR 32506	$ 10,376.00	2
42	08-1037-000	502S305040005008	Life Estate Lena E Cromartie & Life Estate John C Tolbert & Abraham T Tolbert Jr & John C Tolbert & Francis E Tolbert & Estate of Willa I Owens & Lena E Cromartie & Jacqueline A Henderson-Williams	PAULA @ RICHMOND ST 32507	$ 6,945.00	2
43	08-1415-000	502S305090013004	28 Brigadier LLC	28 BRIGADIER ST 32507	$ 5,700.00	2
44	08-1477-000	512S306000000006	Claudette Lockwood	16 WASHINGTON ST 32507	$ 8,851.00	2
45	08-3027-000	512S307061015012	Estate of Dorothy Riley	12 S RUNYAN ST 32507	$ 9,500.00	2
46	08-3033-000	512S307061022012	Trust Mortgage LLC	200 W WINTHROP AVE 32507	$ 35,794.00	2
47	08-4335-000	592S302700001006	David Black	220 CARYS LN 32507	$ 9,120.00	2

County-Owned Tax Certificates Over $5,000

48	09-0742-320	141S313401001003	Kenneth C & Shannon R Fontenot	4466 DUNAWAY LN 32526	$ 28,972.00	1
49	09-1574-800	261S311130000009	Donald W & Jacki L Payton	6965 MOBILE HWY 32526	$ 17,263.00	1
50	09-3779-000	122S311402000002	C H Williams Jr	700 BLK FAIRFIELD DR 32506	$ 5,700.00	1
51	09-3829-000	122S313406000001	Estate of Ardrella Johnson	BLUE ANGEL PKWY 32506	$ 8,370.00	1
52	09-3976-620	182S311203015003	Estate of Charles E Flanders & Estate of Maira Lynn Flanders	312 ALBRITT AVE 32506	$ 24,856.00	1
53	09-4504-800	202S312140005040	Estate of Doris Irene Brown	311 N 73RD AVE 32506	$ 13,681.00	2
54	09-4681-000	292S312201000000	Theodore Moucheron Sr as Custodian for Breanna L H Moucheron	1600 ORA DR 32506	$ 25,957.00	1
55	10-1315-730	362S311004000011	Gulf & Southern Corporation	5700 BLK TURKEY RD 32526	$ 6,080.00	1
56	10-1391-100	372S311204000001	Tax Ease Florida REO LLC	3200 BLK MILFORD RD 32526	$ 7,125.00	1
57	10-2099-220	233S311104021100	Harbour Pointe Land & Finance LLC	NO ADDRESS	$ 10,000.00	2
58	10-3266-100	123S322000014005	Lauren J Bass 50% Int & Kaylee K Butler 50% Int	5501 CAMBRIA DR 32507	$ 11,825.00	2
59	10-3598-119	143S321038000019	River Colony Condominiums LLC	13840 RIVER RD PK/ST 203 32507	$ 10,000.00	2
60	10-4612-977	353S324300202100	Federal National Mortgage Association	NO ADDRESS	$ 7,500.00	2
61	10-4701-130	014S331021006100	Edwin Kenyen & Susan Pope Kenyen	NO ADDRESS	$ 7,500.00	2
62	10-4900-392	014S331400003200	Spanish Key Developers	NO ADDRESS	$ 7,500.00	2
63	11-1164-100	045N305004001001	Michael A & Jennifer M Beasley	1171 FREEDOM RD 32535	$ 5,301.00	5
64	11-1220-000	055N302115000001	Shilo Lodge AF AM Trustee	8321 ALGER RD 32535	$ 15,746.00	5
65	11-1523-000	065N302204000000	Bettye Ann Mitchell	751 BACKWOODS RD 32535	$ 5,320.00	5
66	11-1645-000	075N301119000000	International Benevolent Society Lodge No 132 of Century	UNPLOTTED-UTV	$ 5,700.00	5
67	11-2211-000	326N300730000000	Estate of Anthony R Stallworth Sr	8850 BLACKMON ST 32535	$ 5,400.00	5
68	11-2992-000	101N314101271004	Elizabeth Ann Dawson	403 LAKEVIEW AVE 32533	$ 35,947.00	5
69	11-4031-100	161N312212000002	Jacqueline Allbritton 5/10th & Conika Nichele Yates 1/10th & Michael D Yates 1/10th & Kevin Nelson 1/10th & Marcus L Fairley 1/10th & Mychela Daniele Allbritton 1/10th	910 MUSCOGEE RD 32533	$ 22,085.00	5
70	11-4105-000	181N311307000001	Estate of Lucinda McQueen	1465 MUSCOGEE RD 32533	$ 7,268.00	5
71	12-0238-200	102N312401002001	Gulf & Southern Corporation	6110 SCHAAG RD 32577	$ 10,213.00	5
72	12-0435-550	242N313401000006	Ferlin C & Cindy R Dixon	3021 FRANK ARD RD 32533	$ 33,159.00	5
73	12-0551-834	312N313000000027	Damone & Melanie Elkins	3445 VANTAGE RD 32533	$ 6,085.00	5
74	12-0841-100	402N311000002036	Ernest L & Dorothy Rae Sellers Jr	441 MOLINO RD 32577	$ 27,391.00	5
75	12-3226-000	305N321337000000	William M & Tracey L Gunn	2431 GREEN VILLAGE RD 32568	$ 19,552.00	5
76	13-2230-550	000S009010121135	James A Black & Estate of Vonzie Marie Black	13 W YONGE ST 32501	$ 36,706.00	3
77	13-2597-500	000S009015015007	Charlie & Laura Mae Andrews	407 W JORDAN ST 32501	$ 6,883.00	3
78	14-3257-000	000S009025001444	Denzel J Dockery & Estate of Ruth E Dockery	606 E BAARS ST 32503	$ 6,372.00	3
79	15-0051-100	000S009060193003	Estate of Edgar A Baker Jr	708 W LA RUA ST 32501	$ 8,846.00	3
80	15-0153-000	000S009060025014	Evelyn A Fant 20% Int & Margaret Spellman 20% Int & William H Lewis II 20% Int & Carolyn Lewis 10% Int & Joynn Lewis 2.5% Int & Jennifer Lewis 2.5% Int & Andre Lewis 2.5% Int & Daren D Lewis 2.5% Int	808 W STRONG ST 32501	$ 6,340.00	3
81	15-0156-000	000S009060005015	TDR Enterprises LLC	846 N C ST 32501	$ 5,506.00	3
82	15-0158-000	000S009060007015	Mary T Wiggins	866 N C ST 32501	$ 7,245.00	3
83	15-1009-000	000S009060005098	Whitfield Memorial Baptist	500 BLK N K ST 32501	$ 8,305.00	3
84	17-0008-464	282S261011098001	Santa Rosa II LLC	850 FT PICKENS RD CP 32561	$ 7,500.00	4
85	17-0008-486	282S261011120001	Santa Rosa II LLC	850 FT PICKENS RD CP 32561	$ 7,500.00	4

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12085 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Purchase of Four (4) Pickup Trucks VE 16-17.013 for the Public Safety Department
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Four Pickup Trucks for the Public Safety Department - Michael D. Weaver Public Safety Department Director

That the Board take the following action regarding the purchase of four vehicles for the Public Safety Department:

A. Authorize the County to utilize the National Joint Powers Alliance Bid #2017-120716-NAP, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order to Alan Jay Fleet Sales, in the amount of $107,248, for four (4x4 Extended Cab Six Foot Bed Pickup Trucks, according to the specifications of VE 16-17.013).

In accordance with Board Policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from Florida Contracts, Federal Schedules, or other Purchasing Cooperative Contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 16-17.013 were posted on March 16, 2017, for a period of 30 days.

[Funding: Fund 352, Public Safety Capital Projects, Cost Center 330435]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from Florida Contracts, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 16-17.013 were posted on March 13, 2017 for a period of 30 days. A quote was obtained by Alan Jay Fleet Sales for the purchase based on the specifications. No other responsive quotes were received.

BUDGETARY IMPACT:

Funds are available in Fund 352, Public Safety Capital Projects, Cost Center 330435, Object Code 56401, Machinery and Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order. In an effort to encourage competition from local businesses and in compliance with Board adopted policy this purchase was advertised on the County's website for 30 days. There were no responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order upon approval.

Attachments

Quote

VE 16-17.013

ALAN JAY FLEET SALES

NJPA National Joint Powers Alliance®

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	10281-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
3/10/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
3/10/2017

REQUESTING AGENCY **ESCAMBIA COUNTY BOCC**

CONTACT PERSON **DAVE GREEN WOOD** EMAIL DEGREENWOOD@MYESCAMBIA.COM

PHONE **850-916-5232** MOBILE **850-554-4302** FAX

NATIONAL JOINT POWERS ALLIANCE BID # 2017-120716-NAF

www.NationalAutoFleetGroup.com

MODEL 7514

MSRP $28,145.00

2017 TOYOTA TACOMA ACCESS CAB (EXTENDED) 4WD

CUSTOMER ID

NJPA PRICE $25,855.00

BED LENGTH 73.50"

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
0040	SUPER WHITE EXTERIOR	$0.00
FB14	CEMENT GRAY, FABRIC SEAT TRIM	$0.00
2.7L	I-4 DOHC 16-VALVE -INC: CAST IRON BLOCK W/ ALUMINUM ALLOY HEAD AND VVT-i. 6-SPEED TRANSMISSION, ELECTRONICALLY CONTROLLED W/INTELLIGENCE.	$0.00
CD	BASE VEHICLE COMES STANDARD WITH CD/MP3	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
A/C	AIR CONDITIONING STANDARD ON THIS VEHICLE	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	$0.00
BUA	DEALER INSTALLED 90 dB BACK UP ALARM	$125.00
RSF 2	RAIN SHIELDS FLANGE STYLE (2 DOORS)	$85.00
WTF EXT	Weather tech floor liner system for extended or double cab pick ups (including freight and installation)	$229.00
DRYCELL	DRY CELL 700 CCA MIN HD BATTERY	$329.00
3BLS	3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	$189.00
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$957.00**

TRADE IN

TOTAL COST $26,812.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** 1 **$26,812.00**

Estimated Monthly payments for 60 months paid in advance: $492.14

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

[Fleet] 2017 Toyota Tacoma (7514) SR Access Cab 6' Bed I4 4x4 AT (SE)

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2017 Toyota Tacoma (7514) SR Access Cab 6' Bed I4 4x4 AT (SE) MSRP:$27,395.00

Interior:No color has been selected.

Exterior 1:Super White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
7514	[Fleet] 2017 Toyota Tacoma (7514) SR Access Cab 6' Bed I4 4x4 AT (SE)	$27,395.00
	OPTIONS	
040	Super White	$0.00
FB14	Cement Gray, Fabric Seat Trim (FB)	$0.00
FE	50 State Emissions	$0.00
	SUBTOTAL	**$27,395.00**
	Adjustments Total	$0.00
	Destination Charge	$970.00
	TOTAL PRICE	**$28,365.00**

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Data Version: 2230. Data Updated: Mar 8, 2017 8:49:00 PM PST.

[Fleet] 2017 Toyota Tacoma (7514) SR Access Cab 6' Bed I4 4x4 AT (SE)

FUEL ECONOMY

Est City:19 MPG

Est Highway:22 MPG

Est Highway Cruising Range:464.20 mi

Standard Equipment

Mechanical	
	Engine: 2.7L I-4 DOHC 16-Valve -inc: cast iron block w/aluminum alloy head and VVT-i
	Transmission: 6-Speed Automatic -inc: electronically controlled w/intelligence
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	Axle Ratio: 4.30
	Battery w/Run Down Protection
	GVWR: 5,600 lbs
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Hydraulic Power-Assist Speed-Sensing Steering
	21.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Double Wishbone Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	Front Disc/Rear Drum Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control and Hill Hold Control
	Brake Actuated Limited Slip Differential
Exterior	
	Wheels: 16" x 7J+30 Style Steel Disc
	Regular Composite Box Style
	Wheels w/Silver Accents w/Hub Covers
	Tires: P245/75R16 AS
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown

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Data Version: 2230. Data Updated: Mar 8, 2017 8:49:00 PM PST.

[Fleet] 2017 Toyota Tacoma (7514) SR Access Cab 6' Bed I4 4x4 AT (SE)

Exterior	
	Clearcoat Paint
	Body-Colored Front Bumper w/1 Tow Hook
	Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
	Body-Colored Door Handles
	Body-Colored Manual Remote Side Mirrors w/Manual Folding
	Sliding Rear Window
	Light Tinted Glass
	Fixed Interval Wipers
	Fully Galvanized Steel Panels
	Black Grille w/Chrome Surround
	Reverse Opening Rear Doors
	Tailgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Integrated Storage
	Auto Off Projector Beam Halogen Daytime Running Headlamps
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, MP3 Player, Clock, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: Entune AM/FM/CD -inc: 6-speakers, 6.1" touch-screen display, auxiliary audio jack, USB 2.0 port, iPod connectivity and control, Siri eyes free, advanced voice recognition, Bluetooth hands-free phone capability, phone book access and music streaming
	Integrated Roof Antenna
	1 LCD Monitor In The Front
Interior	
	Jump Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	Fixed Rear Windows
	Front Bucket Seats -inc: 4-way adjustable front seats w/driver lumbar support
	Front Cupholder

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Data Version: 2230. Data Updated: Mar 8, 2017 8:49:00 PM PST.

[Fleet] 2017 Toyota Tacoma (7514) SR Access Cab 6' Bed I4 4x4 AT (SE)

Interior	
	Rear Cupholder
	Manual Air Conditioning
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Cloth Instrument Panel Insert, Chrome And Metal-Look Interior Accents
	Full Cloth Headliner
	Cloth Door Trim Insert
	Urethane Gear Shift Knob
	Fabric Seat Trim (FB)
	Day-Night Rearview Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Rear Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Instrument Panel Bin, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks
	Outside Temp Gauge
	Analog Display
	Seats w/Cloth Back Material
	Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
	Front Center Armrest
	Engine Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control

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Data Version: 2230. Data Updated: Mar 8, 2017 8:49:00 PM PST.

[Fleet] 2017 Toyota Tacoma (7514) SR Access Cab 6' Bed I4 4x4 AT (SE)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 2 Roadside Assistance Miles/km: Unlimited Maintenance Years: 2 Maintenance Miles/km: 25,000

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Data Version: 2230. Data Updated: Mar 8, 2017 8:49:00 PM PST.

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: Four (4) ea.

Base Description:

Year: 2017 - - 0 Mileage

Model: 4x4 Extended Cab Six Foot Bed Pick-up Truck

Color: White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days after receipt of order

Maximum Budgeted Purchase Amount:

$26,812 Per Unit

VE 16-17.013 Public Safety #2 – 4x4 Extended Cab Six Foot Bed Pick-up Truck

VE 16-17.013 Public Safety #2 – 4x4 Extended Cab Six Foot Bed Pick-up Truck

SPECIFICATIONS FOR

Mid Size 4x4 Extended Cab Pickup

MECHANICAL

- Axle -Limited-slip 4.30
- Brakes - 4-Wheel Disc (ABS)
- Engine — 2.7L I-4 DOHC 16-valve
- Steering – Hydraulic Power –Assist Speed-Sensing Steering
- Suspension — Double Wishbone Front Suspension w/ Coil Springs, Reaf Leaf w/ Leaf Springs
- Transmission - 6-Speed Auto

EXTERIOR

- *Wheels: 16" x 7J+30 Style Steel Disc*
- *Regular Composite Box Style*
- *Wheels w/Silver Accents w/Hub Covers*
- *Tires: P245/75R16 AS*
- *Steel Spare Wheel*
- *Clearcoat Paint*
- *Body-Colored Front Bumper w/1 Tow Hook*
- *Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent*
- *Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim*
- *Body-Colored Door Handles*
- *Body-Colored Manual Remote Side Mirrors w/Manual Folding*
- *Sliding Rear Window*
- *Light Tinted Glass*
- *Fixed Interval Wipers*
- *Fully Galvanized Steel Panels*
- *Black Grille w/Chrome Surround*
- *Reverse Opening Rear Doors*
- *Tailgate Rear Cargo Access*
- *Tailgate/Rear Door Lock Included w/Power Door Locks*
- *Integrated Storage*
- *Auto Off Projector Beam Halogen Daytime Running Headlamps*
- *LED Brakelights*

VE 16-17.013 Public Safety #2 – 4x4 Extended Cab Six Foot Bed Pick-up Truck

INTERIOR/COMFORT

- Jump Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
- Fixed Rear Windows
- Front Bucket Seats -inc: 4-way adjustable front seats w/driver lumbar support
- Front Cupholder
- Rear Cupholder
- Manual Air Conditioning
- Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Cloth Instrument Panel Insert, Chrome And Metal-Look Interior Accents
- Full Cloth Headliner
- Cloth Door Trim Insert
- Urethane Gear Shift Knob
- Fabric Seat Trim (FB)
- Day-Night Rearview Mirror
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Rear Console w/Storage and 2 12V
- DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering
- Instrument Panel Bin, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 2nd Row
- Underseat Storage
- Power 1st Row Windows w/Driver 1-Touch Down
- Delayed Accessory Power
- Power Door Locks
- Outside Temp Gauge
- Analog Display
- Seats w/Cloth Back Material

VE 16-17.013 Public Safety #2 – 4x4 Extended Cab Six Foot Bed Pick-up Truck

- Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
- Front Center Armrest
- Engine Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety- Mechanical

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 2
- Roadside Assistance Miles/km: Unlimited
- Maintenance Years: 2
- Maintenance Miles/km: 25,000

VE 16-17.013 Public Safety #2 – 4x4 Extended Cab Six Foot Bed Pick-up Truck

Posting Date	Monday, March 13, 2017
Due Date for Offers	Tuesday, April 11, 2017
Depart.	Public Safety, Mike Weaver
Fleet Maint.	Terry Grey, Fleet Maintenance

VE 16-17.013 Public Safety #2 – 4x4 Extended Cab Six Foot Bed Pick-up Truck

Offers for the sale of vehicles meeting the specifications for VE 16-17.013 as listed will be accepted until **5:00 pm on Tuesday, April 11, 2017.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 16-17.013 Public Safety #2 –4x4 Extended Cab Six Foot Bed Pick-up Truck and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12122 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Purchase of 3.0 Cubic Yard Wheel Loader for Santa Rosa Island Public works Department
From: Paul Nobles, Purchasing Coordinator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Santa Rosa Island Public Works Department Equipment Purchase - Paul Nobles, Office of Purchasing, Senior Purchasing Coordinator

That the Board approve the purchase of one, 3.0 Cubic Yard Wheel Loader from Cowin Equipment Company, Inc., in the amount of $152,188, for the SRI Public Works Department.

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, VE 16-17.008 SRI Public Works – 3.0 Cubic Yard Wheel Loader from Tuesday, February 14, 2017, to Wednesday, March 15, 2017.

[Funding: Fund 001, “General Fund," Cost Center 211401 “SRI Public Works," Object Code 56401 “Machinery and Equipment”]

BACKGROUND:

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, VE 16-17.008 SRI Public Works – 3.0 Cubic Yard Wheel Loader from Tuesday, February 14, 2017 to Wednesday, March 15, 2017. One response was received from Cowin Equipment Company, Inc., which being the lowest offer when compared to the current price quote from Florida Sheriff’s Association/Florida Association of Counties 2016-2017 Contract.

BUDGETARY IMPACT:

Funding: Fund 001 “General Fund”, Cost Center 211401 “SRI Public Works”, Object Code 56401 “Machinery and Equipment”]

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.

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, VE 16-17.008 SRI Public Works – 3.0 Cubic Yard Wheel Loader. One response was received from Cowin Equipment Company, Inc., which being the lowest offer when compared to the current price quote from Florida Sheriff's Association/Florida Association of Counties 2016-2017 Contract.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order Contract.

Attachments

Specifications

Cowin Equipment Submittal

Florida Sheriff's Association Pricing

Claudia Simmons , Manager
Office of Purchasing

The Santa Rosa Island Public Works Department of Escambia County, Florida desires to purchase:

Quantity: 1 ea.

Base Description:

Year: 2017 - or current mfg. year

Model: **3.0 CUBIC YARD WHEEL LOADER SPECIFICATIONS**

Color: Manufacturer's Standard Color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

30 days after receipt of order

Maximum Budgeted Purchase Amount:

$ 154,900 per unit

VE 16-17.008 SRI Public Works #1 – 3.0 Cubic Yard Wheel Loader

VE 16-17.008 SRI Public Works #1 – 3.0 Cubic Yard Wheel Loader

SPECIFICATION: 3.0 CUBIC YARD WHEEL LOADER

ENGINE/CAB:

- DIESEL ENGINE, SIX CYLINDER, FOUR CYCLE, LIQUID COOLED, MINIMUM 160 SAE NET HP
- CAB WITH A/C

TRANSMISSION:

- POWER SHIFT TRANSMISSION WITH TORQUE CONVERTER, MINIMUM OF FOUR FORWARD AND THREE REVERSE SPEEDS.

DRIVETRAIN:

- FOUR WHEEL DRIVE.
- MANUFACTURER'S STANDARD AXLE.
- INBOARD OR OUTBOARD MOUNTED WET DISC BRAKING SYSTEM.
- INBOARD OR OUTBOARD MOUNTED PLANETARY FINAL DRIVES.
- 20.5 – 25 BIAS PLY TIRES MOUNTED ON MULTI PIECE RIMS.

LOADER:

- BUCKET POSITION INDICATOR.
- AUTOMATIC RETURN TO DIG.
- REAR DRAWBAR.
- GAUGES AND INDICATORS: VISUAL HYDRAULIC OIL LEVEL INDICATOR, ELECTRONIC MONITOR DISPLAY OF ALL FLUID LEVELS AND TEMPERATURES.
- DELUXE SUSPENSION (AIR) SEAT WITH FOAM PADDING AND BACKREST.
- ARTICULATED STEERING, 40 DEGREES MINIMUM EACH DIRECTION
- WHEELBASE OF AT 9 FEET, 4 INCHES MINIMUM
- MINIMUM OPERATING WEIGHT OF 32,000 LBS.

ELECTRICAL:

- 24 VOLT ELECTRICAL SYSTEM. 80 AMP ALTERNATOR, MINIMUM
- MANUAL BATTERY DISCONNECT SWITCH.
- DRIVING LIGHTS, FRONT AND REAR WORK LIGHTS, STOP LIGHTS, WARNING LIGHTS AND TAIL LIGHTS.

OPTIONS:

- HYDRAULIC QUICK CHANGE COUPLER
- 3.0 CU. YD. QC MULTI-PURPOSE BUCKET WITH BOLT ON CUTTING EDGE.
- 60"' X 60" QC PALLET FORKS
- 3RD FUNCTION SPOOL VALVE
- AM/FM RADIO
- RIDE CONTROL
- AMBER STROBE

WARRANTY:

5 YEAR/7500 HOUR FULL MACHINE WARRANTY

VE 16-17.008 SRI Public Works #1 – 3.0 Cubic Yard Wheel Loader

VE 16-17.008 SRI Public Works #1 – 3.0 Cubic Yard Wheel Loader

Posting Date	Tuesday, February 14, 2017
Due Date for Offers	Wednesday, March 15, 2017
Depart.	Fleet Maintenance
Fleet Maint.	Terry Grey

VE 16-17.008 SRI Public Works #1 – 3.0 Cubic Yard Wheel Loader

Offers for the sale of vehicles meeting the specifications for VE 16-17.008 as listed will be accepted until **5:00 pm on Wednesday, March 15, 2017.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 16-17.008 SRI Public Works #1 – 3.0 Cubic Yard Wheel Loader and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Cowin Equipment Company, Inc.
7950 Pittman Avenue
Pensacola, FL 32533
850-479-3004 (P)
850-474-1602 (F)

Escambia County Office of Purchasing
213 Palafox Place
Room 11.101
Pensacola, FL 32502

VE 16-17.008 SRI Public Works #1-3.0 Cubic Yard Loader

We are pleased to offer for your consideration the following equipment:

One (1) New 2017 Volvo L70H Wheel Loader with cab and air conditioning, 170 horsepower Volvo D6J engine, Volvo powershift countershaft transmission with 4 forward and 4 reverse gears, four wheel drive with 100% lock-up on front axle and conventional rear axle, outboard mounted wet brakes, outboard mounted planetary final drives, 20.5R25 radial tires on 3 piece rims, bucket position indicator, automatic return to dig, rear drawbar, visual hydraulic oil level indicator, electronic monitor display, air suspension heated seat, articulated steering with 40 degree articulation, 9'10" wheelbase, additional 400 pound logging counterweight 32,190 pound minimum operating weight as configured, 24 volt electrical system with 80 amp alternator, manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights, tail lights, hydraulic quick coupler, multi-purpose bucket (3.0 cubic with bolt on cutting edge), 60" X 60" pallet forks, 3rd spool valve, AM/FM radio, ride control, amber strobe, 5 year/7500 hour full machine warranty, and all other standard equipment.

Sale Price FOB Santa Rosa Island Public Works: $152,188.00

The above unit is quoted exclusive of any applicable taxes. All quotes are valid for 30 days from the date of the quotation.

Please feel free to contact me at (850) 712-5064 if you have any questions or need additional information.

Thank you for the opportunity to quote you this machine. I look forward to meeting with you soon.

Sincerely,

Jay Burford
Sales Representative

VOLVO

Volvo Construction Equipment North America

Warranty – Disclaimers – Limitations
Limited Warranty for Governmental / Municipalities

Volvo Construction Equipment North America ("Volvo CE") hereby extends to its authorized dealers ("Dealer") and the Dealer's Governmental / Municipalities customers ("Customer", and both Dealer and Customer are referred to herein as a "Buyer"), who purchase a new Volvo construction equipment machine ("Machine") or new Volvo part ("Part", both of which are referred to herein as a "Product") from Volvo, the following limited warranty:

Subject to the exceptions and limitations set forth below, Volvo CE or Dealer will repair or replace any part of a new Machine or new Part which proves to be defective in material or workmanship during the following periods (the "Warranty Period"):

Volvo wheel loaders: 12 months/2500 hours, whichever first occurs
Volvo articulated haulers: 12 months/2500 hours, whichever first occurs
Volvo hydraulic excavators: 12 months/2500 hours, whichever first occurs
Volvo motor graders: 12 months/2500 hours, whichever first occurs
Volvo compactors: 12 months/1500 hours, whichever first occurs
24 months unlimited hours on DD90 and larger compactors
Volvo pavers: 12 months/1500 hours, whichever first occurs
24 months unlimited hours on 6000 / 7000 series pavers
Volvo milling: 12 months/1500 hours, whichever first occurs
Volvo compact wheel loaders (up to 100 net hp.): 12 months/unlimited hours
Volvo skid steer loaders: 12 months/unlimited hours; Lifetime arm for one-sided
Volvo compact hydraulic excavators (less than 11 metric tons): 12 months/unlimited hours
Volvo backhoe loaders: 12 months/unlimited hours
Volvo engines: 12 months/2500 hours, whichever first occurs
Volvo parts: 6 months/1500 hours, whichever first occurs
Volvo remanufactured components: 12 months/2500 hours, whichever first occurs
Volvo Attachments: 12 months

The Warranty Period commences immediately following the delivery of said Product to the Buyer who first puts said Product into use. The foregoing limited warranty shall include the labor cost to accomplish the repair or replacement of the defective part provided that the repair or replacement was performed by a Dealer.

The foregoing warranty does not cover: (i) any Product found to have been damaged by abuse, accident, other casualty or a failure to maintain or use the warranted Product in accordance with the applicable manuals or instructions (Buyer is required to use only original equipment manufacturer filters during the Warranty Period); (ii) the labor costs to repair or replace defective Parts after the expiration of the Warranty Period of the Machine in which such Part is located; (iii) overtime labor premiums; (iv) costs and expenses associated with the transportation of Dealer's service personnel to and from the location of the warranted Product; (v) any parts, components, attachments or accessories for which Buyer receives a separate warranty by the manufacturer or producer thereof (in specified cases said warranty may be administered by Volvo CE); (vi) maintenance items or ground engaging parts that have achieved their normal service life.

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF REMEDIES

THE FOREGOING WARRANTY TO BUYER IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES AVAILABLE TO BUYER ARE LIMITED TO MAKING A CLAIM UNDER THE FOREGOING WARRANTY AND ARE EXCLUSIVE AND EXPRESSLY LIMITED TO OBTAINING THE PARTS AND LABOR IN ACCORDANCE WITH THE TERMS OF SAID WARRANTY.

Warranty – Disclaimers – Limitations

LIMITATIONS OF LIABILITY AND DAMAGES

Regardless of whether a claim against Volvo CE or Dealer is based on the foregoing warranty or is an action in contract, tort (negligence or strict liability) or otherwise, their respective liability for losses, damages or expenses of any kind arising from the design, manufacture, repair or sale of the Products is limited, unless otherwise prohibited by law, to an amount not exceeding the cost performing the obligations contained in the foregoing warranty, and in no event shall their respective or joint liability exceed the value of the Product or part thereof giving rise to such liability.

CONSEQUENTIAL AND SIMILAR DAMAGES NOT RECOVERABLE

Except for performing the obligations of the foregoing warranty in accordance with its terms, Volvo CE and Dealer shall have no liability for loss, damage, or expense, directly or indirectly, attributable to a loss of use of a Product, loss or damage to property other than the Product, loss or damage to the Product or any part thereof or any other economic or commercial loss, including, without limitation, lost profits or special or consequential damages (except liability for any type of consequential damages which by law may not be disclaimed). The parties intend that this prohibition against consequential and similar damages will survive and be effective even if the limitation of remedies in the foregoing sections is found to fail of its essential purpose under section 2-719 of the Uniform Commercial Code.

ALLOCATION OF RISK

The foregoing warranty disclaimers, limitations of liability and limitation of remedies are bargained allocations of risks among (i) the Customer who purchased the Product; (ii) the Dealer who sold the Product, and (iii) Volvo CE, which is a third party beneficiary of the contract of sale between the Customer and the Dealer. The Buyer of the Product accepts the foregoing warranty and the other bargained for allocations of risk as part of the agreed price for the purchase of the Product to which the foregoing warranty applies. Volvo CE is prepared to offer different warranties and other allocations of risk for other prices. However, any such change in the warranty or the allocation of risks must be confirmed in writing by Volvo CE.

STATUTE OF LIMITATIONS

Any action by a Buyer of a Product for breach of contract, for breach of warranty arising under, or for a cause of action arising out of the sale of a Product, whether based on contract, tort (negligence or strict liability) or otherwise, shall be commenced within one (1) year after the cause of action has accrued. Any such cause of action shall be deemed to have accrued at the earlier of (i) the discovery of the defect or breach, or (ii) the expiration of the applicable Warranty Period.

Glynn General Corporation

HEAVY EQUIPMENT SERVICE CONTRACT
FULL MACHINE COVERAGE
TERMS AND CONDITONS
01/01/2012

This CONTRACT is subject to the following terms, provisions, conditions, limitations, extensions, exceptions and definitions. No person has the authority to change or to waive any of its provisions. This CONTRACT is for the sole benefit of the CONTRACT HOLDER named herein and applies only to the EQUIPMENT described in the CERTIFICATE OF COVERAGE.

A. KEY TERMS AND DEFINITIONS

- WE, US, OUR, DEALER, MANUFACTURER means the INSURER issuing this CONTRACT.
- YOU, YOUR, CONTRACT HOLDER means the owner of the EQUIPMENT listed in the CERTIFICATE OF COVERAGE.
- ADMINISTRATOR means the company appointed by US to administer this CONTRACT. The ADMINISTRATOR has no liability to YOU. The ADMINISTRATOR of this contract is Glynn General Corporation ("GGC").
- CERTIFICATE OF COVERAGE means the enrollment certificate issued by GGC when YOU enroll an EQUIPMENT/MACHINE. The CERTIFICATE OF COVERAGE lists the EQUIPMENT/MACHINE serial #, MANUFACTURER, model, type of coverage, years of coverage, hours of coverage, DEDUCTIBLE, MANUFACTURER warranty dates, and extended warranty dates.
- CONTRACT means this EQUIPMENT SERVICE CONTRACT. It is a CONTRACT between YOU and US.
- DEDUCTIBLE means the portion of the repair that is covered by this CONTRACT which YOU must first pay for each unrelated FAILURE. The DEDUCTIBLE amount is outlined in the CERTIFICATE OF COVERAGE.
- EQUIPMENT/MACHINE means the EQUIPMENT described in the CERTIFICATE OF COVERAGE.
- MECHANICAL BREAKDOWN or FAILURE means the actual breaking or electronic failure of any covered part of the covered MACHINE while in ordinary use arising from faults attributable to manufacturing defects in workmanship or materials in such MACHINE causing sudden stoppage of the functions thereof and necessitating repair before it can resume work.

B. COMPONENTS COVERED

Full Machine covers all parts except those specifically identified as not being covered under section **C. WHAT IS NOT COVERED.**

C. WHAT IS NOT COVERED

1.
- Alarm (back up)
- Batteries
- Bed liner
- Cables, control (external)
- Doors, door latches, handles, or hinges
- Horn
- Lights (operating or warning), bulbs
- Maintenance items, tune up supply items
- Mirrors, mirror brackets
- Muffler
- Multiple fuel injector FAILURES occurring at the same time
- Paint
- Radio
- Seat assembly & controls, seat belts
- Tires
- Tools – all ground engaging tools

- Undercarriage components that fail as a result of normal wear
- Wear/Tear
- Wear Items such as dry clutch and brake discs, including brake bands (Internal wet brakes are covered)
- Weather stripping
- Windows, wiper blades

- Loss of time, inconvenience, bodily injury, property damage, or other incidental or consequential damage that results from MECHANICAL BREAKDOWN or FAILURE, including: loss of use of any EQUIPMENT or consequential loss of any nature whatsoever, penalties for delay or detention, or in connection with guarantees of performance or efficiency.
- Storage, freight charges, shop supplies, EPA charges, waste disposal charges and taxes.
- Repairs to any non-covered parts.
- The cost of establishing preventative procedures or the cost of recall by the Manufacturer of the covered EQUIPMENT or any part thereof nor the cost of alterations, additions, improvements or overhauls.
- Additional loss or damage which is occasioned by the CONTRACT HOLDER or operator's failure to use all reasonable precautions to protect the EQUIPMENT from any further loss or damage after a MECHANICAL BREAKDOWN or FAILURE has occurred.
- Minor adjustments

This contract does not consider a machine's downtime with relation to parts availability or job completion deadlines.

2. MECHANICAL BREAKDOWN OR FAILURE caused by:
    - Collision, negligence, misuse, abuse, or lack of maintenance
    - Any external cause including but not limited to the following:
        - aircraft and other aerial devices or articles dropped there from
        - collapse of buildings
        - earthquake, tsunami, volcanic eruption, or other convulsion of nature
        - explosion
        - fire including fire extinguishing
        - flood, inundation, escaping water from water containing apparatus,
        - lightening, hurricane, tornado, typhoon, cyclone or other atmospheric disturbances
        - subsidence, landslide, rock fall, avalanche
        - theft or any attempt of theft
        - or clearance of debris, demolition or dismantling arising from the above causes
    - Any legal liability of whatsoever nature
    - Any wastage of material, wearing away or wearing out of any part of the EQUIPMENT caused by or resulting from:
        - boiler scale
        - cavitation
        - corrosion
        - deterioration due to chemical or atmospheric conditions
        - erosion
        - ordinary usage
        - other environmental conditions
        - other scratching of painted or polished surfaces
        - rust

- Arising out of the FAILURE of an otherwise covered part that does not meet manufacturer's specifications, including modification and/or alterations to the EQUIPMENT not approved by the manufacturer's authorized representative or the ADMINISTRATOR
- Caused by the application of any tool or process during the course of maintenance, inspection, modification or overhaul
- Caused by the imposition of abnormal conditions, directly or indirectly resulting from testing, intentional overloading or experiments
- Covered by warranty, repairer's guarantee, other service contract, or insurance policy
- Damage to a covered component that is caused by the failure of a non-covered component
- Directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds
- Due to continued operation and failure to protect the EQUIPMENT from further damage caused by lack of necessary coolants or lubricants, of a covered part which is damaged by fuel or lubricant contamination or rust
- Slowly developing, deformation, distortion, cracks, fractures, blisters, laminations, flaws or grooving or the making good of defective tube joints or other defective joints or seams unless such defects in damage otherwise covered under this CONTRACT
- That is a direct result of a mechanical or structural defect when the manufacturer has announced a public recall or a product support program for the purpose of correcting such defect
- That occurs prior to this CONTRACT'S issue date/effective date, whichever is earlier, or after this CONTRACT'S expiration
- Transportation to and from repair facility
- Where it is determined that for more than one (1) month or two hundred (200) hours that the service meter has been inaccurate, inoperative, or altered so that the EQUIPMENT'S true usage cannot be verified

D. CONTRACT RESPONSIBILITIES, LIMITATIONS AND EXTENSIONS

OUR RESPONSIBILITIES

WE agree to pay to repair or replace any of the parts covered, if required due to a MECHANICAL BREAKDOWN or FAILURE when the MECHANICAL BREAKDOWN or FAILURE is deemed to be covered under this warranty.

YOUR RESPONSIBILITIES

To keep this CONTRACT valid, YOU must have YOUR EQUIPMENT serviced as recommended by the EQUIPMENT manufacturer. If requested, proof of required service showing date and service meter hours of the EQUIPMENT at the time of service must be presented to the ADMINISTRATOR during the time period in which a claim is being considered for payment. Failure to provide proof of service may terminate the service contract and result in the denial of the claim.

Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE, YOU shall protect the EQUIPMENT from further damage, whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by this CONTRACT. Any operation of the EQUIPMENT that results in further damage, related to the original MECHANICAL BREAKDOWN or FAILURE, shall be considered YOUR failure to protect the EQUIPMENT and shall not be covered under this CONTRACT.

Upon submission of a claim the repairing DEALER or YOU must provide all of the required information requested by GGC. In addition the repairing DEALER or YOU must provide a detailed and valid failure analysis related to the failure of the covered component related to the claim.

The ADMINISTRATOR must be notified of any proposed alterations or additions to the EQUIPMENT and of any proposed departure from ordinary working conditions and if any such modifications be made/or the maximum current or pressure at which the EQUIPMENT is designed to operate, or any lower maximum stipulated by the ADMINISTRATOR in writing be exceeded without the written consent of the ADMINISTRATOR, then in the event of BREAKDOWN, no coverage shall exist. If the ADMINISTRATOR cannot approve the proposed modification, the coverage may be terminated.

E. CONTRACT PERIOD/TERRITORY

The contract period is outlined in the CERTIFICATE OF COVERAGE.

EQUIPMENT is not considered new if it has less than 60 days of base warranty remaining or if the base warranty has expired based upon its current meter reading in relation to the base warranty hourly limitation.

If the EQUIPMENT is new, the time and hour limits of the term selected start the day the EQUIPMENT Manufacturer's Warranty starts and at zero (0) hours. Coverage expires when the length of time or accumulated hours (whichever occurs first) of the extended warranty term selected is reached.

If the EQUIPMENT is used, the time and hour limits of the term selected start on the date issued/EQUIPMENT delivery date and from the hours on the service meter on that date. Coverage expires when the length of time of the term is reached or total hours on the EQUIPMENT is equal to the sum of the selected term hours plus stated hours on the EQUIPMENT at delivery date, whichever comes first.

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the United States and Canada.

F. LIMITS OF LIABILITY

Limit shall be limited to the reasonable price for repair or replacement of any covered part; not to exceed the equipment manufacturers suggested retail price. The "Reasonable Price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals.

Labor reimbursement will be based on the DEALER'S suggested list price for shop labor. The contract will only allow for a $3.00 dollar differentiation between different labor classifications as they are related to the DEALER'S suggested list price for shop labor.

The necessary replacement and/or repairs must be made with parts of like kind and quality, when available. If any parts are found to be unprocurable, the maximum liability shall be limited to the retail price for the costs associated with the necessary repairs to return the unit to an efficient operating condition as if the repair parts were available to the repairing service facility.

In no event shall the limit of liability for each occurrence of MECHANICAL BREAKDOWN or FAILURE under this CONTRACT exceed the lesser of US $75,000 or fifty percent (50%) of the purchase price of YOUR EQUIPMENT. The aggregate total of all benefits payable to YOU under this CONTRACT shall not exceed 50% of the purchase price of YOUR EQUIPMENT.

The intent of this extended warranty is not to restore the product to a like-new condition, but rather to restore the product to its operating condition just prior to the extended warranty covered failure.

All repairs must be performed by a manufacturer authorized repair facility. The repair facility that performs the repairs must warrant its work to be free of defects in material or poor workmanship for a period no less than six (6) months or one thousand (1000) hours, starting from the date that the machine is put back into service,

GGC reserves the right to consider component coverage based on a component's function when it is determined by GGC that a terminology deficiency exists in the contract wording.

G. SUBROGATION

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights and YOU shall execute and deliver to US instruments and papers required either securing or maintaining such rights. All amounts recovered by YOU for which YOU were previously reimbursed under this CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to same by YOU, up to the total amount paid by US under this CONTRACT.

H. ARBITRATION

In the event of any dispute concerning the interpretation of the CONTRACT by US and/or the ADMINISTRATOR, it shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. YOU must first request arbitration from US or the ADMINISTRATOR in writing within sixty (60) days after YOU receive written notice that the dispute cannot be resolved. For claims arbitration, written demand must be made to either the ADMINISTRATOR or US within sixty (60) days of the claim denial. All arbitration proceedings must be held in Brunswick, GA.

I. TRANSFER OF THIS CONTRACT

Contact US and submit the following:

- This CONTRACT - Written evidence verifying all maintenance requirements have been met.
- A copy of documentation evidencing change of ownership and service hours at date of sale.
- Photocopies of documents sent to the manufacturer verifying transference of factory warranty, if applicable.

Conditions:

- This CONTRACT cannot be transferred to other EQUIPMENT. It can only be transferred to a different owner.
- The EQUIPMENT is subject to inspection.
- Transfer must take place within fifteen (15) days of change of ownership.
- All remaining underlying warranties must be transferred to the new owner.
- Failure to notify the ADMINISTRATOR of the transfer will void the remaining contract period.

J. CANCELLATION

The ADMINISTRATOR or INSURER may cancel if the covered EQUIPMENT does not meet the established underwriting guidelines. If the ADMINISTRATOR or INSURER cancels a full return of the premium charged for the covered EQUIPMENT will be processed,

If the CONTRACT HOLDER requests cancellation, the cancellation will be subject to a one hundred dollar ($100) processing fee. The return premium will be processed on a pro-rata basis minus the one hundred dollar ($100) processing fee.

No return premium will be allowed on cancellations for covered EQUIPMENT on which a claim has previously been filed.

K. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

Within ninety (90) days of the date of FAILURE, the repairing DEALER/MANUFACTURER must provide the ADMINISTRATOR with a Repair Order detailing the FAILURE and the repairs, along with such other explanations or evidence as may be reasonably required by the ADMINISTRATOR, including a statutory declaration verifying the contents of the Repair Order, other explanations or evidence.

If WE ask YOU, YOU must allow the ADMINISTRATOR to inspect YOUR EQUIPMENT to gather necessary information regarding any claim. YOU may be required to supply the ADMINISTRATOR with all maintenance records for service performed on the EQUIPMENT.

If the cost of repair is greater than one thousand ($1000) dollars, the DEALER/MANUFACTURER and or YOU must, if requested, provide the ADMINISTRATOR with adequate photographic evidence of the

affected parts, or preserve the parts affected, and make them available for inspection by the ADMINISTRATOR, or its representative.

IF YOU HAVE A MECHANICAL BREAKDOWN OR FAILURE IT IS YOUR RESPONSIBILITY TO NOTIFY YOUR REPAIRING DEALER/MANUFACTURER, IT IS THEN THE RESPONSIBILITY OF THE DEALER/MANUFACTURER TO FILE THE CLAIM WITH THE ADMINISTRATOR:

Glynn General Corporation
800-541-8585 or 912-638-4320
St. Simons Island, GA 31522
www.glynngeneral.com

Operating weight
The operating weight is the machine's most common configuration + 10%.
The machine's most common configuration includes:

- Bucket (pin-on) 2.1 m³ (2.7 yd³)
- Tires 20.5 R25 L3
- Standard boom
- Operator and all fluids

13,600 kg (135,805 lb)
(29983 lb)

Max. machine weight
Max. machine weight (incl. equipment and attachment) [1]ⓘ

14500 kg
(31,967 lb)

L70H

Operating weight
The operating weight is the machine's most common configuration + 10%.
The machine's most common configuration includes:

- Bucket (pin-on) 2.3 m³ (3.0 yd³)
- Tires 20.5 R25 L3
- Standard boom
- Operator and all fluids

15500 kg
(34172 lb)

Max. machine weight
Max. machine weight (incl. equipment and attachment) (1)

16,500 kg
(36,376 lb)

L90H

Operating weight
The operating weight is the machine's most common configuration + 10%.
The machine's most common configuration includes:

- Bucket (pin-on) 2.7 m³ (3.5 yd³)
- Tires 20.5 R25 L3
- Standard boom
- Operator and all fluids

17,300 kg (135,805 lb)
(38,140 lb)

Max. machine weight
Max. machine weight (incl. equipment and attachment) (1)

19000 kg
(41888 lb)

Escambia County Florida
Santa Rosa Island Authority

Volvo Construction Equipment

COWIN EQUIPMENT COMPANY, INC.

Jay Burford 850-712-5064

L60H, L70H, L90H

VOLVO WHEEL LOADERS 13.0-18.3 t / 24,250-38,140 lb 165-184 hp

A passion for performance.

At Volvo Construction Equipment, we're not just coming along for the ride. Developing products and services that raise productivity – we are confident we can lower costs and increase profits for customers around the globe. Part of the Volvo Group, we are passionate about innovative solutions to help you work smarter – not harder.

Helping you to do more

Doing more with less is a trademark of Volvo Construction Equipment. High productivity has long been married to low energy consumption, ease of use and durability. When it comes to lowering life-cycle costs, Volvo is in a class of its own.

Designed to fit your needs

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology – but it doesn't always have to. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.

You learn a lot in 180 years

Over the years, Volvo has advanced solutions that have revolutionized the use of construction equipment. No other name speaks Safety louder than Volvo. Protecting operators, those around them and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.

We're on your side

We back the Volvo brand with the best people. Volvo is truly a global enterprise, one that is on standby to support customers quickly and efficiently – wherever they are.

We have a passion for performance.

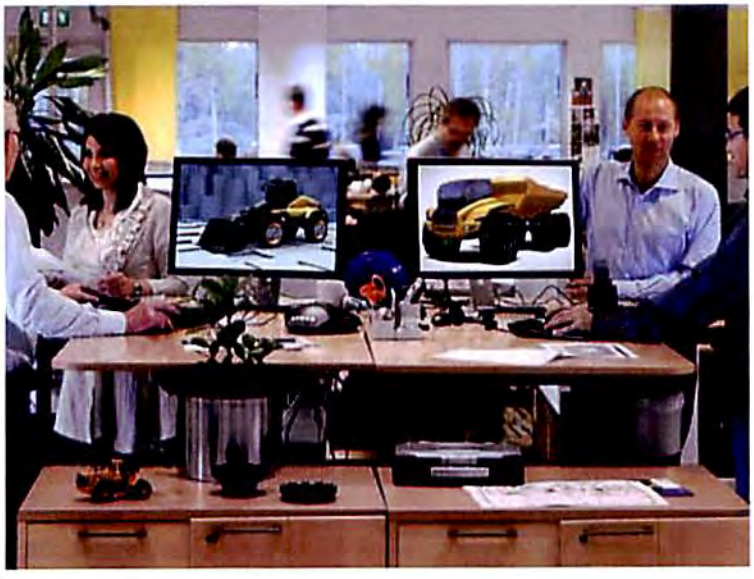
A strong, dedicated, capable dealer network.

Our dealers are strategically located throughout North America to provide the equipment you need and the parts and service support you demand for a productive and profitable operation.

The strength of our dealer network is enhanced with extensive individualized product support training at our best-in-class Customer Center in Shippensburg and through hands-on training. Using a great Product Demonstration Center featuring a dedicated area for most commons applications, visitors operate equipment from our entire product line under a variety of simulated working conditions. This facility is in year-round use by our dealers and customers.
Building the best starts right here.

The products designed and manufactured by Volvo Construction Equipment have their beginnings at the most advanced Research & Design centers in the industry. Volvo CE machines are designed in 11 R&D centers and produced in 15 manufacturing facilities across the world.

The major R&D center and manufacturing plant in the Americas is located in Shippensburg, Pennsylvania. This facility has been in operation for over 30 years and – with its recently added 200,000 sq. ft. expansion – now covers 570,000 sq. ft. on an 80 acre campus. Dedicated work teams and highly advanced technologies and techniques using the Volvo Production System ensure continuous quality improvements, labor savings and cost control to reach the high quality that our customers have come to expect from Volvo.



Volvo Trucks

Renault Trucks

Mack Trucks

UD Trucks

Volvo Buses

Volvo Construction Equipment

Volvo Penta

Volvo Financial Services

See clearer in comfort.

The Volvo L60H, L70H and L90H wheel loaders are versatile machines that can take on any task with a wide range of perfectly matched attachments. From the comfort of your wheel loader, sit back and enjoy a clear view of the site while increasing your productivity and uptime.

HMI – New display and controls

Operator ergonomics is at the forefront of Volvo's HMI (Human Machine Interface) design. The information display, controls, setting switches, hydraulic control levers and steering wheel, are all designed and placed in the cab for easy and comfortable operation. The information display informs the operator about all necessary machine information for peace of mind, control and less fatigue. The new display has better visibility even when exposed to direct sunlight.

Seat

The operator's seat has several adjustment possibilities for maximum comfort. Suspension and damping are adjustable according to body weight and both the seat cushion and backrest can be positioned at various angles. Well placed instruments and adjustable lever console make your long day a lot more comfortable.

Heating, ventilation and air conditioning

The standard Automatic Heat Control (AHC) system ensures a comfortable environment inside the cab. Air conditioning is also available so the operator can work in comfortable conditions, in any climate.

Industry leading air-filtration

Volvo's industry-leading air filtration system allows 90% of the cab air to be recirculated through the main filter for continuous dust removal and a cleaner environment. The cab air intake is located in a high position where the air is cleaner. An easily replaceable external pre-filter effectively separates coarser dust and particles before entering the main filter and cab.

Cab

Volvo continues to provide the industry-leading cab for maximum comfort, visibility and productivity. The cab is consistent across all Volvo wheel loaders and boasts unparalleled all-round visibility, space, climate control, safety and vibration levels. The Volvo cab is also renowned for its effective sound proofing, protecting the operator from noise for a more productive environment.

TP linkage

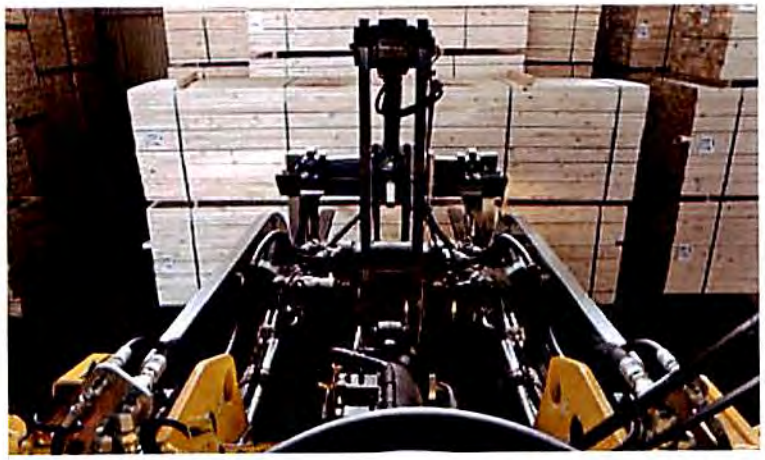
The TP linkage combined with the new and improved Volvo attachment bracket offers industry leading versatility and unparalleled front visibility. The TP linkage combines the benefits of the Z-bar and parallel linkage to deliver high breakout torque and excellent parallel movement throughout the entire lifting range. The bracket allows attachments to be changed quickly and safely so the machine can perform a wide range of tasks.

An up-front approach.

The wheel loaders are especially designed to match a number of attachments so that you can handle a variety of tasks on your job site with the same machine. The TP linkage together with the improved Volvo attachment bracket provides excellent versatility and visibility.

Attachment Bracket

Want to switch between different attachments quickly and easily? Then look no further than the market-leading attachment bracket from Volvo Construction Equipment. The smart design of the interface enables safe connection to a wide range of attachments that meet the International Standardization Organization (ISO) standard.



Double sealed joints

The Volvo TP linkage features double sealed joints for all linkage pins. The double sealing system retains lubricating grease and prevents dust or other contaminants from getting in. The double sealing system results in a longer life for the lift arm system. The high quality and durable components last longer, reduce maintenance and increase uptime.

Roll back angle

The Volvo TP linkage geometry, along with the Volvo bucket design, provides excellent bucket roll-back angles. The superior roll-back angle increases the amount of retained material in the bucket and keeps the load closer to the front axle for increased stability and less spillage. As a result, the roll back angle increases productivity.

Parallel movement

The TP linkage allows excellent parallel movement, which means the load stays level throughout the entire lifting range. This allows the operator to have full control over the load, which increases safety and productivity.

A multiple of talents.

Volvo offers the most durable and effective Volvo attachments, which work in harmony with your machine for increased productivity and versatility. They are designed for improved visibility and ease of use, so you can swap and change your Volvo attachments quickly and safely.

New General Purpose (GP) bucket

The improved Volvo general purpose bucket is designed for higher productivity and increased fuel efficiency. The bucket – when fitted with bolt-on edges – handles loose material, such as gravel and aggregates in both short cycle or load and carry operations. It can be fitted with optional welded teeth and segments to load harder banked material with ease. It provides excellent support on your job site and the wear resistant steel is used in the most exposed areas for increased durability and long life.

Pallet forks

Volvo's pallet fork frame with pallet fork tines allow the machine to handle, load and move pallets of building material, drainage pipe, lumber, or loose items around the uneven terrain of a construction site. The Volvo pallet fork and attachment bracket has been designed for industry-leading visibility at different working heights while moving and lifting materials. Volvo's durable TP linkage, attachment bracket and pallet forks increase safety.

Material handling arm

Volvo's material handling arm extends your machine's versatility. Designed to work with Volvo wheel loaders and with an approved lift capacity set for each arm and machine, you'll know exactly how much you can lift safely. The extendable arm consists of three sections, providing increased flexibility and greater reach. Safety Mechanical stops also prevent the material handling arm from overextending – a safety hook at the end of the arm is fitted as standard.

Light Material (LM) bucket

The Volvo light material bucket with a robust light weight design and high capacity, secures the highest productivity for your machine. The bucket is designed for efficient handling low density material, such as snow, sawdust, wood chips and compost. It's delivered with a standard bolt-on edge.

Attachment offer

Volvo attachments give you more flexibility. Each attachment from the extensive range is perfectly matched to the machine's link-arm geometry and breakout, rim pull and lifting force. All attachments can be fastened and removed quickly thanks to Volvo's attachment bracket so you can 'connect and go'.

Volvo Powertrain

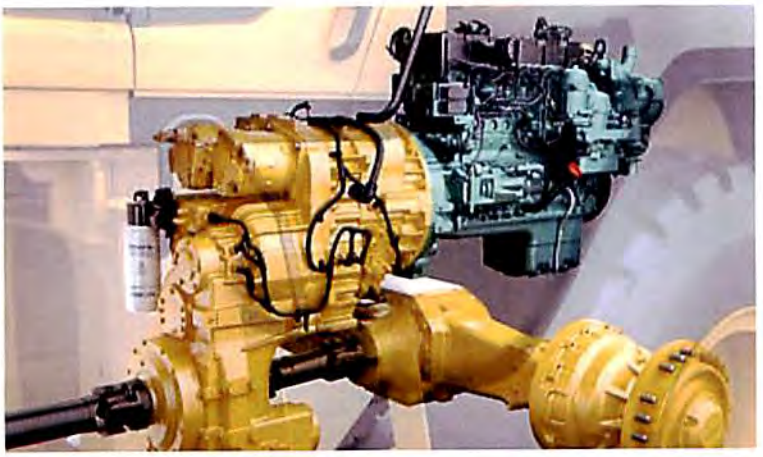
These machines feature entirely Volvo designed and built Powertrain components, which have been created to work together in harmony. Thanks to years of development, the Volvo Powertrain offers unrivalled durability and performance for increased uptime, as well as longer component life and higher fuel efficiency.

Made to last.

Quality is key at Volvo, which is why only the best components, technology and systems are used in the Volvo wheel loaders. All parts work with each other for increased reliability and a long cycle life, saving you long term costs and downtime.

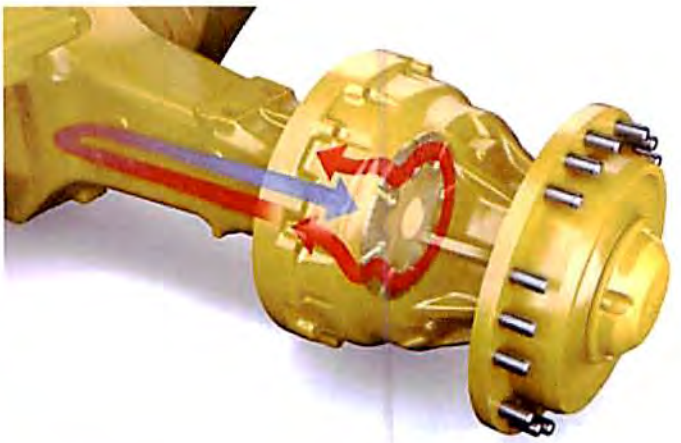
Counter shaft transmission

The Volvo counter shaft transmission offers a heavy duty solution for proven reliability and durability. The machines are equipped with a counter shaft transmission that can endure more stress. Various tailored settings can be selected by the operator to match all applications whether it's short cycle truck loading or medium to long distance load and carry.



Axles

Volvo axles provide longer service life as a result of the free-floating shaft design, durable components, circulating lubrication oil and wet-disc brakes. The outboard service brakes are easily maintained for greater uptime and can also be easily monitored using the brake wear indicators.



Differential lock

The differential lock provide outstanding traction and rimpull on soft and slippery ground conditions. The front axle is mounted to the front frame and equipped with an electro-hydraulically operated differential lock. The differential lock is a dog-clutch type which can secure 100% locking, which minimizes wheel spin and tire wear.

Intelligent hydraulic system

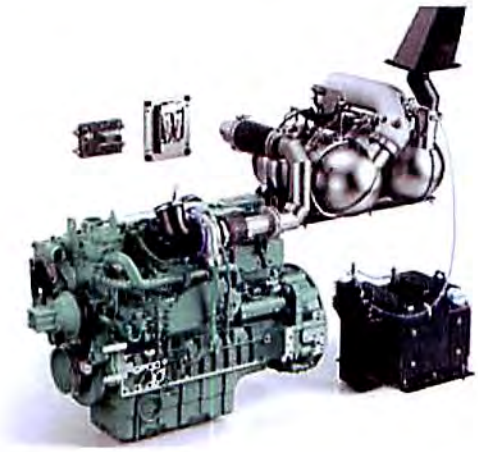
The load sensing hydraulic system increases fuel efficiency and provides perfect control of the load. It also allows for more engine power to be available for rimpull, providing easier penetration for increased performance. With help from the variable displacement piston pumps and precision control levers, hydraulic power is delivered according to demand.

Strongly attached.

Environmental care is at the forefront of Volvo's core values and to show its passion and dedication, Volvo thinks about all aspects of the machine which can impact on the environment.

Tier 4 Final

Volvo's 6 litre diesel Tier 4 Final engine complies with the latest emissions legislation and delivers high torque at low engine rpm. The engine delivers industry-leading performance and impressive fuel efficiency.



Eco-pedal

This unique feature keeps operators aware of whether they are operating in the most economical way in order to increase fuel efficiency. The Eco-pedal with a mechanical push-back mechanism engages when the engine rpm is about to exceed the economic operating range. The operator senses the resistance and then operates within the optimal operating range. If full engine speed is needed, this mechanical push-back mechanism can easily be overridden.

Service access

The service friendly design keeps your routine maintenance quick and efficient. The one piece motorized engine hood opens up at a large angle, providing full access to the engine compartment and engine maintenance points are strategically grouped together for quick and easy service checks. The machine also features fluid drain ports which simplifies the oil changing. This prevents oil spillages that impacts the environment.

95% of the machine is recyclable

Planned recycling of the machine is the last stage of its life cycle. Being able to recycle machine parts and materials for use in new Volvo wheel loaders or other products is part of Volvo's responsibility to environmental care. According to our calculations, the machine is up to 95% recyclable by weight. Volvo thrives to build a sustainable environment and reuse parts whenever possible.

Low Emissions Level

The H-series wheel loaders are equipped with the latest technology dedicated to protecting the environment. Eco-pedal, recyclable materials usage, and our latest Tier 4 final compliant engine technology are only examples of features showing our commitment to sustainable development. In addiction, remote oil drains, CareTrack telematics and MATRIS reports are also offered by Volvo to help you limit your fuel consumption, greenhouse gas emissions or fluid spillage.

An application for any occasion.

Cab

Volvo continues to provide the industry-leading cab for maximum comfort, visibility and productivity.

Human Machine Interface

The information display, controls, setting switches, hydraulic control levers and steering wheel, are all designed and placed in the cab for easy and comfortable operation.

TP linkage

The TP linkage combines the benefits of Z-bar and parallel linkage in one to deliver high breakout torque and excellent parallel movement through the entire lifting range.

Attachment bracket

The Volvo attachment bracket is the most commonly used attachment bracket in the world with a compact and robust design for outstanding visibility.

Attachment offer

Volvo's wide range of high quality attachments are perfectly matched to the machine's linkage, hydraulics and driveline to work as one unit and increase productivity.

Eco pedal

This unique feature keeps operators aware of whether they are operating in the most economical way in order to increase fuel efficiency.

Volvo Powertrain

These machines feature entirely Volvo designed and built Powertrain components, which have been created to work together in harmony.

Hydraulic cooling fan

Hydraulically driven, electronically controlled cooling fan, located between the engine and radiator, speeds-up only when necessary to lower fuel consumption and sound levels.

Tier 4 Final/Stage IV engine technology

Volvo's 6 litre diesel Tier 4 Final/ Stage IV engine complies with the latest emissions legislation and delivers high torque at low engine rpm.

Intelligent hydraulic system

The load sensing hydraulic system increases fuel efficiency and provides perfect control of the load.

Service access

The service friendly design increases your uptime by allowing easy access and quick service.

CareTrack*

CareTrack provides information for better planning and smarter working, including fuel consumption reports, location reports and service reminders.

Low Emissions Level

The wheel loaders are equipped with the latest technology dedicated to protecting the environment.

Lifetime Frame Warranty:

Find out more on volvoce.com/structureandframe

* In markets where CareTrack is available

Volvo L60H, L70H, L90H in detail.

Engine

6-cylinder, 6 liters in-line turbocharged diesel engine with an advanced fuel injection system with the common rail. Fuel is distributed under high pressure from a high-pressure accumulator, the rail. One belt driven high pressure pump deliver the fuel to the rail and then further on via high-pressure pipes to the electronically operated fuel injectors. Engine meets Tier 4 Final emission legislation.

L60H

Engine			D6J (Tier 4 Final)
Max power at	r/s (r/min)		23.3-30.0 (1,400-1,800)
SAE J1995 gross	kW	hp	123 165
ISO 9249, SAE J1349 net	kW	hp	123 165
Max torque at	r/s (r/min)		23.3 (1,400)
SAE J1995 gross	Nm	lbf ft	820 605
ISO 9249, SAE J1349 net	Nm	lbf ft	820 605
Economic working range	r/s (r/min)		13.3-26.6 (800-1,600)
Displacement	l	in^3	5.7 348

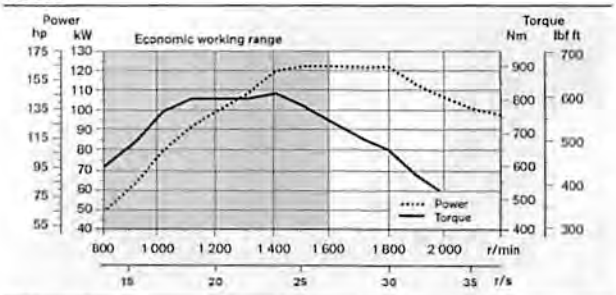
L70H

Engine			D6J (Tier 4 Final)
Max power at	r/s (r/min)		23.3-28.3 (1,400-1,700)
SAE J1995 gross	kW	hp	127 170
ISO 9249, SAE J1349 net	kW	hp	127 170
Max torque at	r/s (r/min)		23.3 (1,400)
SAE J1995 gross	Nm	lbf ft	853 629
ISO 9249, SAE J1349 net	Nm	lbf ft	853 629
Economic working range	r/s (r/min)		13.3-26.6 (800-1,600)
Displacement	l	in^3	5.7 348

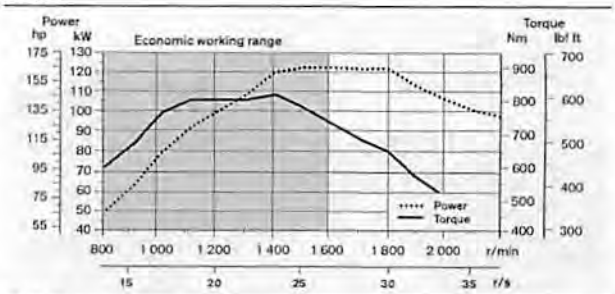
L90H

Engine			D6J (Tier 4 Final)
Max power at	r/s (r/min)		23.3-31.7 (1,400-1,900)
SAE J1995 gross	kW	hp	137 184
ISO 9249, SAE J1349 net	kW	hp	137 184
Max torque at	r/s (r/min)		23.3 (1,400)
SAE J1995 gross	Nm	lbf ft	934 689
ISO 9249, SAE J1349 net	Nm	lbf ft	934 689
Economic working range	r/s (r/min)		13.3-26.6 (800-1,600)
Displacement	l	in^3	5.7 348

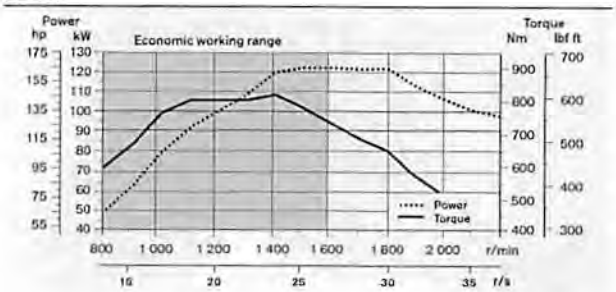
L60H



L70H



L90H



Drivetrain

Torque converter: Single-stage
Transmission: Volvo countershaft transmission with single lever control. Fast and smooth shifting of gears with Pulse Width Modulation (PWM) valve.
Transmission: Volvo Automatic Power Shift (APS) gear shifting system with fully automatic shifting 1-4 and mode selector with 4 different gear shifting programs, including AUTO mode.
Axles: Volvo fully floating axle shafts with planetary hub reductions and cast steel axle housing. Fixed front axle and oscillating rear axle. 100% differential lock on the front axle.

L60H

Transmission			Volvo	HTE 125
Torque multiplication, stall ratio				2.5:1
Maximum speed, forward/reverse	1st gear	km/h	7	4.3
	2nd gear	mph	14	8.7
	3rd gear	km/h	27	16.8
	4th gear*	mph	44	27.3
Measured with tires				20.5R25
Front axle/rear axle				AWB 15/AWB 15
Rear axle oscillation ±			°	± 13
Ground clearance at 13° osc.		mm	in 470	18.5

L70H

Transmission			Volvo	HTE 125
Torque multiplication, stall ratio				2.5:1
Maximum speed, forward/reverse	1st gear	km/h	7	4.3
	2nd gear	mph	14	8.7
	3rd gear	km/h	27	16.8
	4th gear*	mph	44	27.3
Measured with tires				20.5R25
Front axle/rear axle				AWB 25/AWB 20
Rear axle oscillation ±			°	± 13
Ground clearance at 13° osc.		mm	in 470	18.5

L90H

Transmission			Volvo	HTE 125
Torque multiplication, stall ratio				2.5:1
Maximum speed, forward/reverse	1st gear	km/h	7	4.3
	2nd gear	mph	13	8.1
	3rd gear	km/h	25	15.5
	4th gear*	mph	44	27.3
Measured with tires				20.5R25
Front axle/rear axle				AWB 25/AWB 20
Rear axle oscillation ±			°	± 13
Ground clearance at 13° osc.		mm	in 470	18.5

*limited by ECU

Electrical system

Contronic electrical system with central warning light and buzzer for following functions: - Serious engine fault, Low steering system pressure, Over speed warning engine, Interruption in communication (computer fault), Central warning light and buzzer with the gear engaged for the following functions: Low engine oil pressure, High engine oil temperature, High charge air temperature, Low coolant level, High coolant temperature, High crank case pressure, Low transmission oil pressure, High transmission oil temperature, Low brake pressure, Engaged parking brake, Fault on brake charging, Low hydraulic oil level, High hydraulic oil temperature, Overspeeding in engaged gear, High brake cooling oil temperature front and rear axles, etc.

L60H, L70H, L90H

Batteries	V	2 x 12
Battery capacity	Ah	2 x 110
Cold cranking capacity, approx	A	680
Alternator rating	W/A	3 135/80
Starter motor output	kW	5.5

Brake system

Service brake: Volvo dual-circuit system with outboard mounted, hydraulically operated, fully sealed and circulating oil cooled wet disc brakes. Operator selectable, four transmission de-clutch settings while braking.
Parking brake: Dry disc brake mounted on the transmission output shaft. Applied by spring force, electro-hydraulically released with a switch on the instrument panel.
Secondary brake: Dual brake circuits with rechargeable accumulators.
Standard: The brake system complies with the requirements of ISO 3450, 71/320/EEC

L60H

Number of brake discs per wheel front			1
Accumulators	l	gal	3 x 0.5 3 x 0.13

L70H

Number of brake discs per wheel front			1
Accumulators	l	gal	2 x 0.5 2 x 0.13 +1 x 1.0 +1 x 0.26

L90H

Number of brake discs per wheel front			1
Accumulators	l	gal	2 x 0.5 2 x 0.13 +1 x 1.0 +1 x 0.26

Volvo L60H, L70H, L90H in detail.

Cab

Instrumentation: All important information is centrally located in the operator's field of vision. Display for Contronic monitoring system

Heater and defroster: Heater coil with filtered fresh air and fan with auto and 11 manual speed settings. Defroster vents for all window areas.

Operator's seat: Operator's seat with adjustable air suspension and retractable seat belt. The seat is mounted on a bracket on the rear cab wall and floor. The forces from the retractable seat belt are absorbed by the seat rails.

Standards: The cab is tested and approved according to ROPS (ISO 3471), FOPS (ISO 3449). The cab meets with requirements according to ISO 6055 (Operator overhead protection - Industrial trucks) and SAE J386 (Operator Restraint System).

			L60H	L70H	L90H
Emergency exit: Use emergency hammer to break window					
Sound level in cab according to ISO 6396/SAE J2105					
LpA		dB(A)	68	68	68
External sound level according to ISO 6396/SAE J2105					
LwA		dB(A)	104	105	105
Ventilation	m^3/min	yd^3/min	9.0 11.8	9.0 11.8	9.0 11.8
Heating capacity		kW	16	16	16
Air conditioning (optional)		kW	7.5	7.5	7.5

Lift arm system

Torque parallel linkage (TP-linkage) with high breakout torque and parallel lift-arm action.

			L60H	L70H	L90H
Lift cylinders			2	2	2
Cylinder bore	mm	in	110 4.3	110 4.3	120 4.7
Piston rod diameter	mm	in	70 2.8	70 2.8	70 2.8
Stroke	mm	in	665 26.2	756 29.8	733 28.9
Tilt cylinder			1	1	1
Cylinder bore	mm	in	150 5.9	160 6.3	180 7.1
Piston rod diameter	mm	in	80 3.1	90 3.5	90 3.5
Stroke	mm	in	444 17.5	432 17.0	430 16.9

Service / Refill capacity

Service accessibility: Large, electrically operated easy-to-open hood covering whole engine compartment. Fluid filters and component breather air filters are located from ground level access and promote long service intervals. Machine contronics have possibility to monitor, log and analyze data to facilitate troubleshooting.

			L60H	L70H	L90H
Fuel tank	l	gal	222 58.6	222 58.6	222 58.6
DEF tank	l	gal	20 5.3	20 5.3	20 5.3
Engine coolant	l	gal	30 7.9	30 7.9	30 7.9
Hydraulic oil tank	l	gal	90 23.8	90 23.8	90 23.8
Transmission oil	l	gal	21 5.5	21 5.5	21 5.5
Engine oil	l	gal	19.5 5.2	19.5 5.2	19.5 5.2
Axle oil front	l	gal	25 6.6	35 9.2	35 9.2
Axle oil rear	l	gal	25 6.6	27 7.1	27 7.1

Hydraulic system

Closed center load sensing hydraulic system with non pressurised hydraulic tank and pilot operated control valves.

System supply: Variable displacement axial piston pump supply the hydraulic system.

Valves: The central valve distributes pressure and flow out to the cooling fan, steering, brake, pilot and hydraulic system. Steering system gets priority over others.

Lift function: The valve has four positions; raise, hold, lower and float position. Automatic boom kick-out position can be set to any position between maximum reach and full lifting height.

Tilt function: The valve has three functions; rollback, hold and dump. Automatic tilt-back can be adjusted to the desired bucket angle.

Cylinders: Double-acting cylinders for all functions.

Filter: Full flow filtration through 10 micron (absolute) filter cartridge.

				L60H	L70H	L90H
Working pressure maximum, pump 2 for steering-, brake-, pilot- and working hydraulic system	MPa	bar		26.0 260	26.0 260	31 310
Flow	l/min	gal/min		145 38.3	154 40.7	171 45.2
at	MPa	bar		10 100	10 100	10 100
engine speed	r/s(r/min)			32 (1,900)	32 (1,900)	32 (1,900)
Working pressure maximum, pump 3 for brake- and cooling fan system	MPa	bar		21.0 210	21.0 210	21.0 210
Flow	l/min	gal/min		33 8.7	33 8.7	33 8.7
at	MPa	bar		10 100	10 100	10 100
engine speed	r/s (r/min)			32 (1,900)	32 (1,900)	32 (1,900)
Pilot system, working pressure	MPa	bar		3.5 35	3.5 35	3.5 35
Cycle times						
Lift		s		4.5	5.1	5.4
Tilt		s		2.3	1.3	1.9
Lower, empty		s		2.9	2.7	3.2
Total cycle time		s		9.7	9.1	10.5

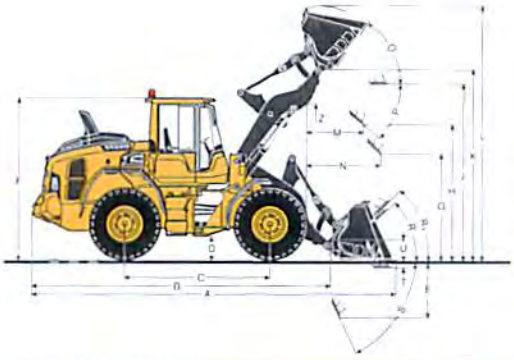
Steering system

System supply: The steering system has priority feed from a load-sensing axial piston pump with variable displacement.

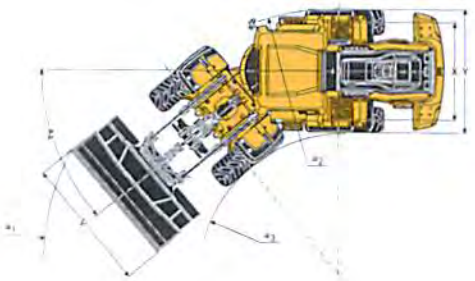
Steering cylinders: Two double-acting cylinders.

			L60H	L70H	L90H
Steering cylinders			2	2	2
Cylinder bore	mm	in	70 2.76	70 2.76	80 3.1
Rod diameter	mm	in	45 1.77	45 1.77	50 2.0
Stroke	mm	in	386 15.2	386 15.2	345 13.6
Working pressure	MPa	bar	21 210	21 210	21 210
Maximum flow	l/min	gal/min	60 15.9	60 15.9	60 15.9
Maximum articulation		±°	40	40	40

Dimensions.



Where applicable, specifications and dimensions are according to ISO 7131, SAE J732, ISO 7546, SAE J742, ISO 14397, SAE J818.



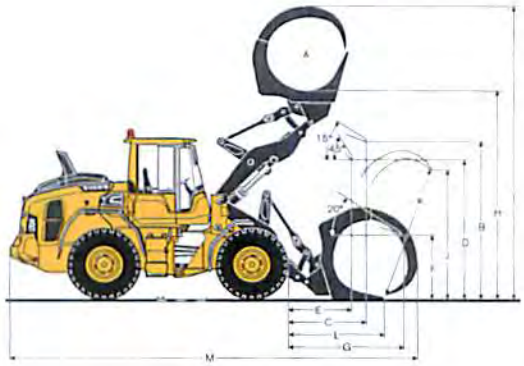
Tires 20.5 R25 L3

			Standard boom						Long boom					
			L60H		L70H		L90H		L60H		L70H		L90H	
B	mm	ft in	6 040	19' 10"	6 080	19' 11"	6 160	20' 3"	6 550	21' 6"	6 560	21' 6"	6 590	21' 8"
C	mm	ft in	3 000	9' 10"	3 000	9' 10"	3 050	10' 0"	3 000	9' 10"	3 000	9' 10"	3 050	10' 0"
D	mm	ft in	440	1' 5"	450	1' 6"	450	1' 6"	440	1' 5"	450	1' 6"	450	1' 6"
F	mm	ft in	3 270	10' 9"	3 280	10' 9"	3 280	10' 9"	3 270	10' 9"	3 280	10' 9"	3 280	10' 9"
G	mm	ft in	2 134	7' 0"	2 134	7' 0"	2 132	7' 0"	2 134	7' 0"	2 134	7' 0"	2 132	7' 0"
J	mm	ft in	3 570	11' 9"	3 590	11' 9"	3 660	12' 0"	4 150	13' 7"	4 100	13' 6"	4 090	13' 5"
K	mm	ft in	3 870	12' 8"	3 870	12' 9"	3 970	13' 0"	4 380	14' 4"	4 390	14' 5"	4 400	14' 5"
O		°	56		56		57		58		52		57	
Pmax		°	46		46		44		42		43		45	
R		°	43		43		44		43		43		46	
R_1*		°	47		48		49		50		49		51	
S		°	79		68		67		78		73		66	
T	mm	ft in	103	0' 4"	101	0' 4"	107	0' 4"	79	0' 3"	107	0' 4"	102	0' 4"
U	mm	ft in	450	1' 6"	440	1' 3"	470	1' 6.5"	540	1' 9"	500	1' 8"	510	1' 8"
X	mm	ft in	1 900	6' 3"	1 930	6' 4"	1 960	6' 5"	1 900	6' 3"	1 930	6' 4"	1 960	6' 5"
Y	mm	ft in	2 430	8' 0"	2 460	8' 1"	2 490	8' 2"	2 430	8' 0"	2 460	8' 1"	2 490	8' 2"
Z	mm	ft in	3 210	10' 6"	3 160	10' 4"	3 290	10' 9"	3 590	11' 10"	3 500	11' 6"	3 660	12' 0"
a_2	mm	ft in	5 340	17' 6"	5 350	17' 7"	5 430	17' 10"	5 340	17' 6"	5 350	17' 7"	5 430	17' 10"
a_3	mm	ft in	2 900	9' 6"	2 890	9' 6"	2 950	9' 8"	2 900	9' 6"	2 890	9' 6"	2 950	9' 8"
a_4		±°	40		40		40		40		40		40	

Tires: 20.5R25 L3

					L60H		L70H		L90H	
Grapple sales code					82194		80153		80832	
SAE-Load	kg	lb			3 450	7,610	3 990	8,800	4 600	10,140
Operating weight without load*	kg	lb			12 380	27,310	14 110	31,110	16 100	35,510
A	m^2	yd^2			1.3	14	1.5	16.1	2.4	25.8
B	mm	ft in			3 410	11' 2"	3 380	11' 1"	3 420	11' 3"
C	mm	ft in			1 480	4' 10"	1 590	5' 3"	1 790	5' 11"
D	mm	ft in			2 930	9' 7"	2 870	9' 5"	2 790	9' 2"
E	mm	ft in			1 170	3' 10"	1 260	4' 2"	1 410	4' 7"
F	mm	ft in			1 530	5' 0"	1 510	4' 11"	1 440	4' 9"
G	mm	ft in			2 350	7' 8"	2 440	8' 0"	2 740	9' 0"
H	mm	ft in			4 330	14' 3"	4 380	14' 5"	4 540	14' 11"
I	mm	ft in			5 880	19' 3"	6 030	19' 9"	6 590	21' 7"
J	mm	ft in			2 000	6' 7"	2 140	7' 0"	2 790	9' 2"
K	mm	ft in			2 080	6' 10"	2 370	7' 9"	2 990	9' 10"
L	mm	ft in			1 710	5' 7"	1 790	5' 11"	2 130	7' 0"
M	mm	ft in			7 890	25' 11"	7 990	26' 2"	8 460	27' 9"

* Including logging counterweight

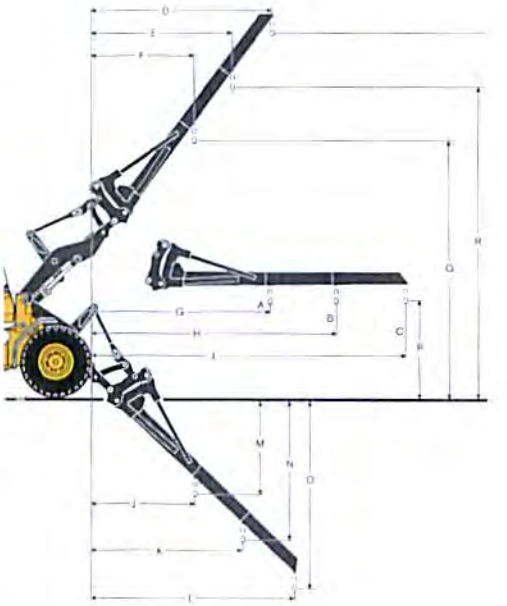


Dimensions.

Tires: 20.5R25 L3

			L60H		L70H		L90H	
MHA sales code			92007		92007		92008	
A*	kg	lb	1 800	3,969	2 150	4,741	2 760	6,086
B*	kg	lb	1 400	3,087	1 710	3,771	2 130	4,697
C*	kg	lb	1 150	2,536	1 400	3,087	1 740	3,837
Static tipping load, straight	kg	lb	3 070	6,780	3 430	7,560	4 080	9,000
35deg. turn	kg	lb	2 760	6,090	3 090	6,800	3 650	8,040
at full turn	kg	lb	2 670	5,880	2 980	6,580	3 520	7,760
D	mm	ft in	2 590	8' 6"	2 710	8' 11"	2 610	8' 7"
E	mm	ft in	2 000	6' 7"	2 100	6' 11"	2 010	6' 7"
F	mm	ft in	1 460	4' 10"	1 540	5' 1"	1 410	4' 7"
G	mm	ft in	3 270	10' 9"	3 320	10' 11"	3 250	10' 8"
H	mm	ft in	4 300	14' 1"	4 350	14' 3"	4 380	14' 5"
I	mm	ft in	5 430	17' 10"	5 490	18' 0"	5 520	18' 1"
J	mm	ft in	900	2' 11"	1 260	4' 2"	1 340	4' 5"
K	mm	ft in	1 220	4' 0"	1 740	5' 9"	1 890	6' 2"
L	mm	ft in	1 580	5' 2"	2 260	7' 5"	2 430	8' 0"
M	mm	ft in	2 260	7' 5"	2 170	7' 2"	2 040	6' 8"
N	mm	ft in	3 240	10' 8"	3 090	10' 2"	3 030	9' 11"
O	mm	ft in	4 320	14' 2"	4 100	13' 5"	4 020	13' 2"
P	mm	ft in	1 510	4' 11"	1 530	5' 0"	1 530	5' 0"
Q	mm	ft in	5 290	17' 4"	5 300	17' 5"	5 340	17' 6"
R	mm	ft in	6 170	20' 3"	6 180	20' 3"	6 300	20' 8"
S	mm	ft in	7 140	23' 5"	7 130	23' 5"	7 260	23' 10"
Operating weight without load	kg	lb	11 670	25,720	13 160	29,020	14 520	32,010

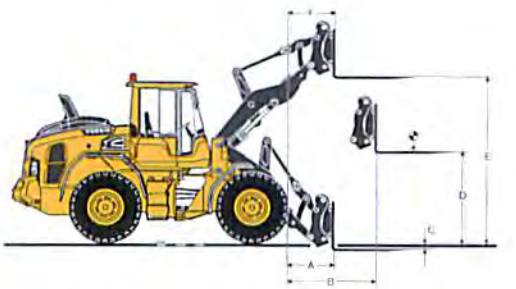
* Op. load at full turn + tipping position
Tipping loads calculated for max. arm length



Tires: 20.5R25 L3

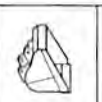
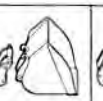
			L60H		L70H		L90H	
Fork frame sales code			83 768		83 769		83770	
Fork tines sales code (R/L)			80042/80043		80042/80044		80106/80107	
Static tipping load, straight	kg	lb	6 570	14,490	7 250	15,990	8 470	18,670
35deg. Turn	kg	lb	5 900	13,020	6 510	14,370	7 550	16,650
at full turn	kg	lb	5 710	12,580	6 300	13,890	7 280	16,050
at load center distance*	mm	in	600	2' 0"	600	2' 0"	600	2' 0"
A	mm	ft in	790	2' 7"	840	2' 9"	930	3' 1"
B	mm	ft in	1 560	5' 2"	1 610	5' 3"	1 670	5' 6"
C	mm	ft in	-37	-0' 1.5"	-55	-0' 2.1"	-8	-0' 0.3"
D	mm	ft in	1 830	6' 0"	1 860	6' 1"	1 800	5' 11"
E	mm	ft in	3 710	12' 2"	3 740	12' 3"	3 780	12' 5"
F	mm	ft in	700	2' 3"	760	2' 6"	730	2' 5"
Operating weight without load	kg	lb	11 750	25,900	13 240	29,200	14 610	32,220

* Firm and level ground



Specifications.

L60H

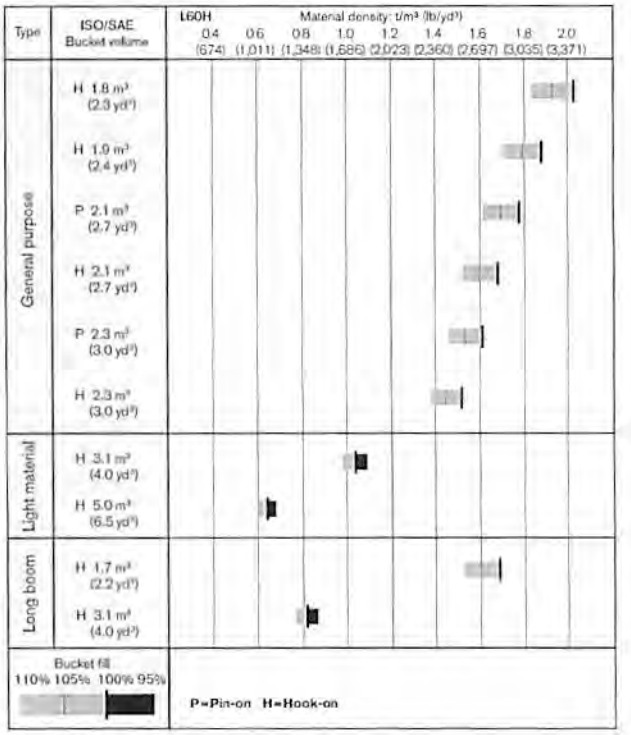
Tires 20.5R25 XHA2 L3			GENERAL PURPOSE												GRADING		LIGHT MATERIAL				LONG BOOM	
																						
			1.9 m³ 2.5 yd³ STE H BOE		1.8 m³ 2.4 yd³ STE H T		2.1 m³ 2.7 yd³ STE P BOE		2.1 m³ 2.7 yd³ STE H BOE		2.3 m³ 3.0 yd³ STE P BOE		2.3 m³ 3.0 yd³ STE H BOE		1.7 m³ 2.2 yd³ GRB H BOE		3.1 m³ 4.1 yd³ LM H		5.0 m³ 6.5 yd³ LM H			
Volume, heaped ISO/SAE	m³	yd³	1.9	2.5	1.8	2.4	2.1	2.7	2.1	2.7	2.3	3	2.3	3	1.7	2.2	3.1	4.1	5	6.5	-	-
Volume at 110% fill factor	m³	yd³	2.1	2.7	2	2.6	2.3	3	2.3	3	2.5	3.3	2.5	3.3	1.9	2.4	3.4	4.5	5.5	7.2	-	-
Static tipping load, straight	kg	lb	8 460	18,650	8 630	19,030	8 820	19,460	8 370	18,460	8 740	19,270	8 290	18,280	7 320	16,150	7 990	17,610	7 970	17,580	-1710	-3,770
at 35° turn	kg	lb	7 560	16,660	7 720	17,020	7 900	17,420	7 470	16,470	7 820	17,250	7 390	16,290	6 540	14 430	7 110	15,690	7 070	15,590	-1570	-3,460
at full turn	kg	lb	7 290	16,070	7 450	16,430	7 630	16,820	7 210	15,890	7 550	16,660	7 120	15,710	6 310	13,920	6 860	15,120	6 810	15,010	-1540	-3,380
Breakout force	kN	lbf	81.9	18,410	83.9	18,870	84.9	19,090	78.5	17,650	80.9	18,200	75.1	16,900	60.2	13,540	61.7	13,880	53.8	12,100	2	390
A	mm	ft in	7 350	24' 1"	7 380	24' 3"	7 310	24' 0"	7 410	24' 4"	7 370	24' 2"	7 470	24' 6"	7 690	25' 3"	7 720	25' 4"	7 940	26' 1"	520	1' 8"
E	mm	ft in	1 120	3' 8"	1 140	3' 9"	1 080	3' 7"	1 180	3' 10"	1 140	3' 9"	1 230	4' 0"	1 400	4' 7"	1 480	4' 10"	1 700	5' 7"	30	0' 1"
H	mm	ft in	2 830	9' 3"	3 040	10' 0"	2 840	9' 4"	2 790	9' 2"	2800	9' 2"	2 750	9' 0"	2 510	8' 3"	2 570	8' 5"	2 430	8' 0"	540	1' 9"
L	mm	ft in	5 020	16' 6"	5 020	16' 6"	4 800	15' 9"	5 100	16' 9"	5 120	16' 9"	5 170	17' 0"	4 520	14' 10"	5 280	17' 4"	5 480	18' 0"	520	1' 8"
M	mm	ft in	1 050	3' 6"	1 400	4' 7"	990	3' 3"	1 090	3' 7"	1 040	3' 5"	1 130	3' 9"	1 130	3' 8"	1 310	4' 3"	1 500	4' 11"	0	0
N	mm	ft in	1 570	5' 2"	2 030	6' 8"	1 560	5' 1"	1 590	5' 3"	1 580	5' 2"	1 600	5' 3"	1 480	4' 10"	1 620	5' 4"	1 670	5' 6"	450	1' 6"
V	mm	in	2 500	98"	2600	98"	2500	98"	2 500	98"	2 500	98"	2 500	98"	2 500	98"	2 550	100"	2 650	104"	0	0
a, clearance circle	mm	ft in	11 570	37' 11"	11 620	38' 2"	11 580	38' 0"	11 600	38' 1"	11 610	38' 1"	11 620	38' 2"	11 970	39' 3"	11 840	38' 10"	12 060	39' 7"	440	1' 5"
Operating weight	kg	lb	12 100	26,670	12 040	26,540	11 870	26,170	12 150	26,800	11 900	26,250	12 200	26,900	12 040	26,550	12 230	26,970	12 520	27,610	120	260

Bucket Selection Chart

The chosen bucket is determined by the density of the material and the expected bucket fill factor. The actual bucket volume is often larger than the rated capacity, due to the features of the TP linkage, including an open bucket design, good rollback angles in all positions and good bucket filling performance. The example represents a standard boom configuration.
Example: Sand and gravel. Fill factor ~ 105%. Density 1.6 t/m³ (2,700 lb/yd³).
Result: The 3.4 m³ (4.5 yd³) bucket carries 3.6 m³ (4.7 yd³). For optimum stability always consult the bucket selection chart.

Material	Bucket fill, %		Material density		ISO/SAE bucket volume		Actual volume	
			t/m³	lb/yd³	m³	yd³	m³	yd³
Earth/Clay	~ 110		~ 1.55	~ 2,610	1.9	2.5	2.1	2.8
			~ 1.40	~ 2,360	2.1	2.8	2.3	3.0
			~ 1.30	~ 2,190	2.3	3.0	2.5	3.3
Sand/ Gravel	~ 105		~ 1.65	~ 2,780	1.9	2.5	2.0	2.6
			~ 1.50	~ 2,530	2.1	2.8	2.2	2.9
			~ 1.35	~ 2,280	2.3	3.0	2.1	2.8
Aggregate	~ 100		~ 1.75	~ 2,950	1.9	2.5	1.9	2.5
			~ 1.55	~ 2,610	2.1	2.8	2.1	2.8
			~ 1.55	~ 2,610	2.3	3.0	2.3	3.0
Rock	≤100		~ 1.70	~ 2,870	1.7	2.2	1.7	2.2

The size of rock buckets is optimized for optimal penetration and filling capability rather than the density of the material.



How to read bucket fill factor

Supplemental Operating Data

Tires 20.5 R25 L2			Standard boom					
			17.5 R25 L2		20.5 R25 L2		600/65 R25 L3	
Width over tires	mm	in	-122	-4.8	+10	+ 0.4	+100	+ 4
Ground clearance	mm	in	-72	-2.8	-10	- 0.4	-30	- 1.2
Tipping load, full turn	kg	lb	-328	-723	-120	- 265	-20	- 44
Operating weight	kg	lb	-589	-1,299	-90	- 198	+30	+ 66

Specifications.

L70H

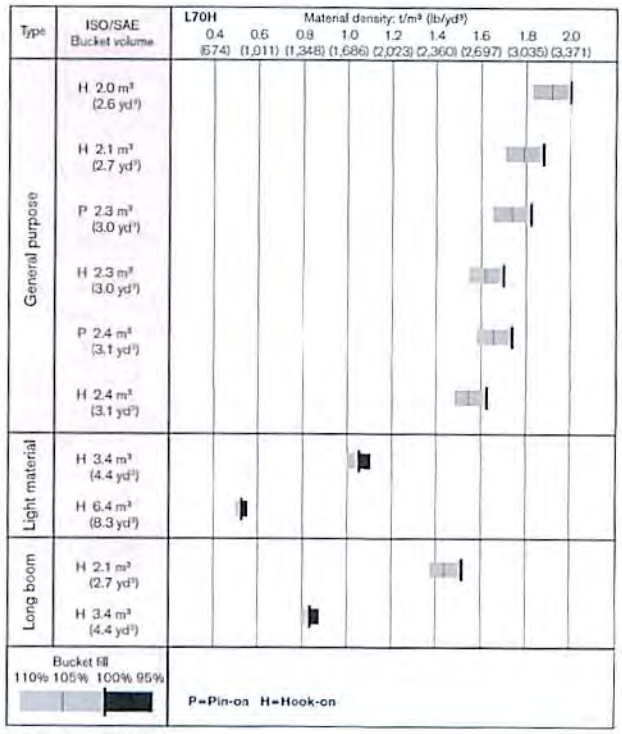
			GENERAL PURPOSE												GRADING		LIGHT MATERIAL				LONG BOOM	
Tires 20.5R25 XHA2 L3																						
			2.1 m³ 2.7 yd³ STE H BOE		2.0 m³ 2.6 yd³ STE H T		2.3 m³ 3.0 yd³ STE P BOE		2.3 m³ 3.0 yd³ STE H BOE		2.4 m³ 3.1 yd³ STE P BOE		2.4 m³ 3.1 yd³ STE H BOE		2.2 m³ 2.9 yd³ GRB H BOE		3.4 m³ 4.4 yd³ LM H		6.4 m³ 8.4 yd³ LM H			
Volume, heaped ISO/SAE	m³	yd³	2.1	2.7	2.0	2.6	2.3	3.0	2.3	3.0	2.4	3.1	2.4	3.1	2.2	2.9	3.4	4.4	6.4	8.4	-	-
Volume at 110% fill factor	m³	yd³	2.3	3.0	2.2	2.9	2.5	3.3	2.5	3.3	2.6	3.5	2.6	3.5	2.4	3.2	3.7	4.9	7.0	9.2	-	-
Static tipping load, straight	kg	lb	9 330	20,570	9 520	20,990	9 860	21,750	9 270	20,430	9 830	21,670	9 230	20,350	7 650	16,650	8 820	19,450	8 380	18,480	-1 740	-3,840
at 35° turn	kg	lb	8 340	18,380	8 520	18,790	8 840	19,490	8 280	18,250	8 800	19,410	8 240	18,170	6 700	14,780	7 850	17,320	7 390	16,290	-1 600	-3,520
at full turn	kg	lb	8 040	17,730	8 230	18,140	8 540	18,820	7 980	17,600	8 500	18,740	7 950	17,520	6 460	14,230	7 570	16,690	7 090	15,640	-1 550	-3,410
Breakout force	kN	lbf	92.8	20,860	94.8	21,320	98.8	22,210	89.4	20,110	96.5	21,700	87.6	19,690	62.7	14,100	71.7	16,130	53.9	12,110	-2.0	-380
A	mm	ft in	7 440	24' 5"	7 590	24' 11"	7 370	24' 2"	7 490	24' 7"	7 400	24' 3"	7 520	24' 8"	7 950	26' 1"	7 780	25' 6"	8 330	27' 4"	460	1' 6"
E	mm	ft in	1 150	3' 9"	1 290	4' 3"	1 080	3' 7"	1 190	3' 11"	1 110	3' 8"	1 220	4' 0"	1 670	5' 6"	1 470	4' 10"	1 970	6' 5"	20	0' 1"
H	mm	ft in	2 780	9' 2"	2 690	8' 10"	2 830	9' 3"	2 750	9' 0"	2 810	9' 2"	2 730	8' 11"	2 350	7' 9"	2 530	8' 4"	2 150	7' 1"	560	1' 10"
L	mm	ft in	5 100	16' 9"	5 150	16' 11"	5 090	16' 9"	5 170	16' 11"	5 130	16' 10"	5 200	17' 1"	4 720	15' 6"	5 450	17' 11"	5 790	19' 0"	510	1' 8"
M	mm	ft in	1 110	3' 8"	1 240	4' 1"	1 060	3' 6"	1 140	3' 9"	1 070	3' 6"	1 160	3' 10"	1 350	4' 5"	1 340	4' 5"	1 720	5' 8"	-60	-0' 2"
N	mm	ft in	1 630	5' 4"	1 710	5' 7"	1 610	5' 3"	1 650	5' 5"	1 610	5' 4"	1 660	5' 5"	1 570	5' 2"	1 680	5' 6"	1 720	5' 8"	400	1' 4"
V	mm	in	2 650	104"	2 500	98"	2 650	104"	2 650	104"	2 650	104"	2 650	104"	2 650	104"	2 650	104"	2 750	108"	0	0
a, clearance circle	mm	ft in	11 760	38' 7"	11 710	38' 5"	11 740	38' 6"	11 790	38' 8"	11 740	38' 6"	11 800	38' 9"	12 320	40' 5"	11 980	39' 4"	12 410	40' 9"	390	1' 3"
Operating weight	kg	lb	13 700	30,210	13 610	30,010	13 450	29,660	13 730	30,280	13 470	29,700	13 750	30,320	13 990	30,850	13 940	30,740	14 480	31,940	190	420

Bucket Selection Chart

The chosen bucket is determined by the density of the material and the expected bucket fill factor. The actual bucket volume is often larger than the rated capacity, due to the features of the TP linkage, including an open bucket design, good rollback angles in all positions and good bucket filling performance. The example represents a standard boom configuration.
Example: Sand and gravel. Fill factor ~ 105%. Density 1.65 t/m³ (2,780 lb/yd³).
Result: The 2.5 m³ (3.3 yd³) bucket carries 2.6 m³ (3.4 yd³). For optimum stability always consult the bucket selection chart.

Material	Bucket fill, %		Material density		ISO/SAE bucket volume		Actual volume	
			t/m³	lb/yd³	m³	yd³	m³	yd³
Earth/Clay	~ 110		~ 1.55	~ 2,610	2.5	3.3	2.7	3.5
			~ 1.45	~ 2,440	2.6	3.4	2.9	3.8
			~ 1.40	~ 2,360	2.8	3.7	3.1	4.0
Sand/ Gravel	~ 105		~ 1.65	~ 2,780	2.5	3.3	2.6	3.4
			~ 1.55	~ 2,510	2.6	3.4	2.7	3.5
			~ 1.50	~ 2,530	2.8	3.7	2.9	3.7
Aggregate	~ 100		~ 1.75	~ 2,950	2.5	3.3	2.5	3.3
			~ 1.65	~ 2,780	2.6	3.4	2.6	3.4
			~ 1.60	~ 2,700	2.8	3.7	2.8	3.7
Rock	≤100		~ 1.80	~ 3,030	2.2	2.9	2.2	2.9

The size of rock buckets is optimized for optimal penetration and filling capability rather than the density of the material.

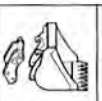
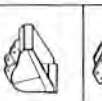
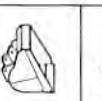


How to read bucket fill factor

Supplemental Operating Data

			Standard boom			
Tires 20.5 R25 L2			20.5 R25 L2		600/65 R25 L3	
Width over tires	mm	in	+10	+ 0.4	+100	+ 4
Ground clearance	mm	in	-20	- 0.8	-30	-1.2
Tipping load, full turn	kg	lb	-180	-397	-10	-22
Operating weight	kg	lb	-90	-198	+30	+ 66

L90H

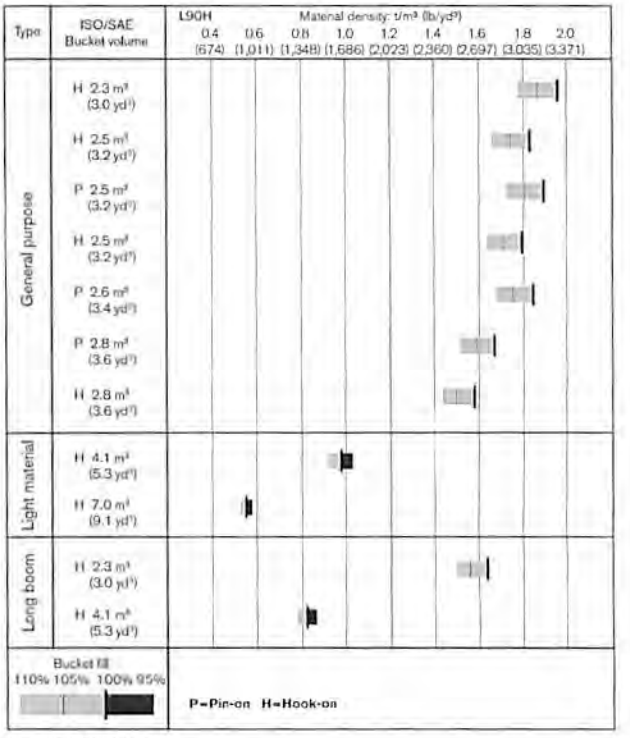
Tires 20.5R25 XHA2 L3			GENERAL PURPOSE										GRADING		LIGHT MATERIAL				LONG BOOM	
																				
			2.3 m³ 3.0 yd³ STE H BOE		2.5 m³ 3.3 yd³ STE H T		2.5 m³ 3.3 yd³ STE P BOE		2.5 m³ 3.3 yd³ STE H BOE		2.6 m³ 3.4 yd³ STE P BOE		2.8 m³ 3.7 yd³ STE H BOE		2.8 m³ 3.7 yd³ GRB H BOE		4.1 m³ 5.4 yd³ LM H		7.0 m³ 9.2 yd³ LM H			
Volume, heaped ISO/SAE	m³	yd³	2.3	3.0	2.5	3.3	2.5	3.3	2.5	3.3	2.6	3.4	2.8	3.7	2.8	3.7	4.1	5.4	7.0	9.2	-	-
Volume at 110% fill factor	m³	yd³	2.5	3.3	2.8	3.6	2.8	3.6	2.8	3.6	2.9	3.7	3.1	4	3.1	4	4.5	5.9	7.7	10.1		
Static tipping load, straight	kg	lb	10 930	24,110	11 090	24,450	11 470	25,290	10 860	23,940	11 430	25,210	11 350	25,020	10 740	23,690	10 240	22,570	9 940	21,920	-1 680	-3,710
at 35° turn	kg	lb	9 700	21,380	9 850	21 710	10 200	22,480	9 620	21,200	10 160	22,410	10 080	22,220	9 510	20,970	9 030	19,910	8 720	19,220	-1 530	-3,370
at full turn	kg	lb	9 330	20,580	9 480	20,900	9 820	21,660	9 260	20,420	9 790	21,580	9 700	21,400	9 160	20,170	8 670	19,130	8 360	18,430	-1 490	-3,270
Breakout force	kN	lbf	138	31,020	137.6	30,940	145.5	32,720	133	29,900	142.9	32,120	137.7	30,960	126.4	28,420	100.5	22,590	86.9	19,540	20	390
A	mm	ft in	7 560	24' 10"	7 790	25' 7"	7 610	24' 7"	7 610	25' 0"	7 530	24' 8"	7 680	24' 10"	7 690	25' 3"	8 040	26' 4"	8 340	27' 4"	410	1' 4"
E	mm	ft in	1 170	3' 10"	1 370	4' 6"	1 110	3' 8"	1 210	4' 0"	1 140	3' 9"	1 180	3' 10"	1 280	4' 2"	1 590	5' 3"	1 850	6' 1"	10	0' 4"
H	mm	ft in	2 840	9' 4"	2 700	8' 10"	2 880	9' 6"	2 810	9' 3"	2 870	9' 5"	2 830	9' 4"	2 750	9' 0"	2 540	8' 4"	2 340	7' 8"	430	1' 5"
L	mm	ft in	5 230	17' 2"	5 320	17' 6"	5 220	17' 2"	5 290	17' 4"	5 250	17' 3"	5 310	17' 5"	5 380	17' 8"	5 570	18' 3"	5 770	18' 11"	420	1' 5"
M	mm	ft in	1 070	3' 6"	1 270	4' 2"	1 030	3' 5"	1 110	3' 8"	1 050	3' 5"	1 080	3' 7"	1 140	3' 9"	1 440	4' 9"	1 650	5' 5"	-30	-0' 1"
N	mm	ft in	1 660	5' 5"	1 760	5' 9"	1 640	5' 4"	1 680	5' 6"	1 640	5' 5"	1 660	5' 5"	1 700	5' 7"	1 710	5' 7"	1 710	5' 7"	360	1' 2"
V	mm	in	2 750	108"	2 750	108"	2 750	108"	2 750	108"	2 750	108"	2 750	108"	2 750	108"	2 750	108"	3 000	118"	0	0
a, clearance circle	mm	ft in	12 040	39' 6"	12 170	39' 11"	12 010	39' 5"	12 060	39' 7"	12 020	39' 5"	12 050	39' 6"	12 100	39' 8"	12 300	40' 4"	12 700	41' 8"	310	1' 0"
Operating weight	kg	lb	15 190	33,500	15 140	33,380	14 980	33,030	15 230	33,590	15 000	33,070	15 050	33,190	15 300	33,740	15 560	34,310	15 990	35,260	170	370

Bucket Selection Chart

The chosen bucket is determined by the density of the material and the expected bucket fill factor. The actual bucket volume is often larger than the rated capacity, due to the features of the TP linkage, including an open bucket design, good rollback angles in all positions and good bucket filling performance. The example represents a standard boom configuration.
Example: Sand and gravel. Fill factor ~ 105%. Density 1.6 t/m³ (2,700 lb/yd³).
Result: The 3.4 m³ (4.5 yd³) bucket carries 3.6 m³ (4.7 yd³). For optimum stability always consult the bucket selection chart.

Material	Bucket fill, %		Material density		ISO/SAE bucket volume		Actual volume	
			t/m³	lb/yd³	m³	yd³	m³	yd³
Earth/Clay	~110		~1.55	~2,610	2.5	3.3	2.7	3.5
			~1.45	~2,440	2.6	3.4	2.9	3.8
			~1.40	~2,360	2.8	3.7	3.1	4.0
Sand/ Gravel	~105		~1.65	~2,780	2.5	3.3	2.6	3.4
			~1.55	~2,610	2.6	3.4	2.7	3.5
			~1.50	~2,530	2.8	3.7	2.9	3.7
Aggregate	~100		~1.75	~2,950	2.5	3.3	2.5	3.3
			~1.65	~2,780	2.6	3.4	2.6	3.4
			~1.60	~2,700	2.8	3.7	2.8	3.7
Rock	≤100		~1.80	~3,030	2.2	2.9	2.2	2.9

The size of rock buckets is optimized for optimal penetration and filling capability rather than the density of the material.



How to read bucket fill factor

Supplemental Operating Data

			Standard boom			
Tires 20.5 R25 L2			20.5 R25 L2		600/65 R25 L3	
Width over tires	mm	in	0	0	+160	+6.3
Ground clearance	mm	in	-10	-0.4	-10	-0.4
Tipping load, full turn	kg	lb	-110	-243	+310	+683
Operating weight	kg	lb	-100	-220.5	+560	+1,235

Equipment.

STANDARD EQUIPMENT

	L60H	L70H	L90H
Service and maintenance			
Engine oil remote drain and fill	•	•	•
Transmission oil remote drain and fill	•	•	•
Lubrication manifolds, ground accessible	•	•	•
Pressure test ports: transmission and hydraulic, quick connects	•	•	•
Service platforms with anti-slip surfaces	•	•	•
CareTrack	•	•	•
Telematics, 6 -Year Subscription	•	•	•
Toolbox, lockable	•	•	•
Engine			
Exhaust after-treatment system	•	•	•
Three stage air cleaner, pre-cleaner, primary and secondary filter	•	•	•
Indicator glass for coolant level	•	•	•
Preheating of induction air	•	•	•
Fuel pre-filter with water trap	•	•	•
Fuel filter	•	•	•
Crank case breather oil trap	•	•	•
Exhaust heat ventilation	•	•	•
Electrical system			
24 V, pre-wired for optional accessories	•	•	•
Alternator 80A/3 135W	•	•	•
Battery disconnect switch	•	•	•
Maintenance free batteries	•	•	•
Battery box, steel	•	•	•
Fuel gauge	•	•	•
Hour meter	•	•	•
Electric horn	•	•	•
Instrument cluster:			
Fuel level	•	•	•
Diesel Exhaust Fluid/AdBlue level	•	•	•
Transmission temperature	•	•	•
Coolant temperature	•	•	•
Instrument lighting	•	•	•
Lighting:			
Twin halogen front headlights with high and low beams	•	•	•
Parking lights	•	•	•
Double brake and tail lights	•	•	•
Turn signals with flashing hazard light function	•	•	•
Halogen work lights (2 front and 2 rear)	•	•	•

	L60H	L70H	L90H
Contronic monitoring system			
Monitoring and logging of machine data	•	•	•
Contronic display	•	•	•
Fuel consumption	•	•	•
Diesel Exhaust Fluid/AdBlue consumption	•	•	•
Ambient temperature	•	•	•
Clock	•	•	•
Test function for warning and indicator lights	•	•	•
Brake test	•	•	•
Warning and indicator lights:			
Battery charging	•	•	•
Parking brake	•	•	•
Warning and display message:			
Regeneration	•	•	•
Engine coolant temperature	•	•	•
Charge air temperature	•	•	•
Engine oil temperature	•	•	•
Engine oil pressure	•	•	•
Transmission oil temperature	•	•	•
Transmission oil pressure	•	•	•
Hydraulic oil temperature	•	•	•
Brake pressure	•	•	•
Parking brake applied	•	•	•
Brake charging	•	•	•
Overspeed at direction change	•	•	•
Axle oil temperature	•	•	•
Steering pressure	•	•	•
Crank case pressure	•	•	•
Attachment lock open	•	•	•
Level warnings:			
Fuel level	•	•	•
Diesel Exhaust Fluid/AdBlue level	•	•	•
Engine coolant level	•	•	•
Transmission oil level	•	•	•
Hydraulic oil level	•	•	•
Washer fluid level	•	•	•
Engine torque reduction in case of malfunction indication:			
High engine coolant temperature	•	•	•
High engine oil temperature	•	•	•
Low engine oil pressure	•	•	•
High crank case pressure	•	•	•
High charge air temperature	•	•	•
Engine shutdown to idle in case of malfunction indication:			
High transmission oil temperature	•	•	•
Slip in transmission clutches	•	•	•
Key pad, background lit	•	•	•
Start interlock when gear is engaged	•	•	•

Equipment.

OPTIONAL EQUIPMENT

	L60H	L70H	L90H
Service and maintenance			
Automatic lubrication System	•	•	•
Automatic lubrication system for long boom	•	•	•
Oil sampling valve	•	•	•
Refill pump for automatic lubrication system	•	•	•
Grease nipple guards		•	•
Tool kit	•	•	•
Wheel nut wrench kit	•	•	•
Engine			
Air pre-cleaner, cyclone type	•	•	•
Air pre-cleaner, oil-bath type	•	•	•
Air pre-cleaner, turbo type	•	•	•
Engine auto shut down	•	•	•
Engine block heater, 120 V / 230 V	•	•	•
Fuel heater	•	•	•
Fuel fill strainer	•	•	•
Hand throttle control	•	•	•
Max. fan speed, hot climate	•	•	•
Reversible cooling fan	•	•	•
High altitude kit, 2 000 m / 6,560 ft up	•	•	
Electrical			
Battery disconnect switch	•	•	•
Anti-theft device	•	•	•
Headlights, assym. left	•	•	•
Emergency stop	•	•	•
License plate holder, lighting	•	•	•
Reduced function working lights when reverse gear activated	•	•	•
Side marker lamps	•	•	•
License plate holder, lighting	•	•	•
Forward camera, color	•	•	•
Rear view camera incl. Monitor, color	•	•	•
Rear view mirrors, Long arm, right side	•	•	•
Rearview mirrors, adjustable, el. heated	•	•	•
Reverse alarm	•	•	•
Reverse lights	•	•	•
Reversing warning light	•	•	•
Reverse warning light, strobe lightning	•	•	•
Warning, collapsible, rotating beacon	•	•	•
Warning beacon, flashing strobe light	•	•	•
Working lights, attachments	•	•	•
Working lights front, high intensity discharge (HID)	•	•	•
Working lights front, on cab, dual	•	•	•
Working lights rear, on cab	•	•	•
Working lights rear, on cab, dual	•	•	•
Working lights front, extra	•	•	•
Working lights, front on cab, 2 LED lamps	•	•	•
Working lights, rear on cab, 2 LED lamps	•	•	•
Working lights, front on cab, 4 LED lamps	•	•	•
Working lights, rear on cab, 4 LED lamps	•	•	•
Working lights, side on cab, 4 LED lamps	•	•	•
Working lights, rear in grille, 2 LED lamps	•	•	•
Working lights, front above head lamps, 2 LED lamps	•	•	•
Taillight, LED lamp	•	•	•
Cab			
ACC control panel, with Fahrenheit scale	•	•	•
Anchorage for Operator's manual	•	•	•
Armrest, operator's seat, ISRI, left only	•	•	•
Armrest, operator's seat, Volvo, left	•	•	•
Asbestos dust protection filter	•	•	•
Automatic Climate Control, ACC	•	•	•
Automatic Climate Control, ACC, corr prot. Condenser	•	•	•
Cab air pre-cleaner, cyclone type	•	•	•
Carbon filter - cab	•	•	•
Foot steps, front frame	•	•	•
Remote door opener	•	•	•

	L60H	L70H	L90H
Cab			
Lunch box holder	•	•	•
Operator's seat, Volvo air susp, heavy-duty, high back, heated	•	•	•
Operator's seat, ISRI, air susp, heavy-duty, for CDC	•	•	•
Operator's seat, ISRI, heated, high back	•	•	•
Operator's seat, ISRI, low back	•	•	•
Seat belt (width 75 mm / 3")	•	•	•
Radio installation kit incl. 12 volt outlet, left-side	•	•	•
Radio installation kit incl. 12 volt outlet, right-side	•	•	•
Radio installation kit, 12 V, for USA	•	•	•
Radio with CD player	•	•	•
Forward view mirror	•	•	•
Rear view mirrors, el. adjusted and heated	•	•	•
Rear view mirrors, long arm right	•	•	•
Rear view mirrors, el. adjusted and heated, long arm right	•	•	•
Steering wheel knob	•	•	•
Sun blinds, rear windows	•	•	•
Sun blinds, side windows	•	•	•
Timer cab heating	•	•	•
Universal door/ignition key	•	•	•
Window, sliding, door	•	•	•
Drivetrain			
Rear axle with limited slip	•	•	•
Speed limiter, 20 km/h / 12 mph	•	•	•
Speed limiter, 30 km/h / 19 mph	•	•	•
Speed limiter, 40 km/h / 25 mph	•	•	•
Brake system			
Stainless steel, brake lines		•	•
Parking brake alarm, audible	•	•	•
Hydraulic system			
Arctic kit: Attachment locking, pilot hoses and hydraulic oil	•	•	•
Attachment bracket, cast, visibility-optimized	•	•	•
Attachment bracket, side-tilting	•	•	•
Separate attachment locking, long boom	•	•	•
Separate attachment locking, standard boom	•	•	•
Single acting lifting function	•	•	•
Boom suspension system	•	•	•
HD LS hydraulics, pump kit included		•	
Hydraulic fluid, biodegradable, Volvo	•	•	•
Hydraulic fluid, fire resistant	•	•	•
Hydraulic fluid, for hot climate	•	•	•
Hydraulic function, 3rd	•	•	•
Detent for 3rd hydraulic function	•	•	•
Adjustable flow for 3rd hydraulic function			•
Hydraulic function, 3rd-4th	•	•	•
Single lever control	•	•	•
Single lever control for 3rd hydr. Function	•	•	•
External equipment			
Deleted front mudguards	•	•	•
Fire extinguisher	•	•	•
Bracket for fire extinguisher	•	•	•
Fire suppression system	•	•	•
Mudguards, full cover, rear for 80-series tires	•	•	•
Mudflap kit for mudguards, full cover for 80-series tires	•	•	•
Mudguards, full cover, rear and front/rear for 65-series tires	•	•	•
Mudflap kit for mudguards, full cover for 65-series tires	•	•	•
Footsteps front frame	•	•	•
Footsteps, right-hand side	•	•	•
Flexible rear step	•	•	•
Cab ladder, rubber suspended	•	•	•

	L60H	L70H	L90H
Drivetrain			
Automatic Power Shift	•	•	•
Fully automatic gear shifting, 1-4	•	•	•
PWM-controlled gear shifting	•	•	•
Forward and reverse switch by hydraulic lever console	•	•	•
Indicator glass for transmission oil level	•	•	•
Differentials:			
Front: 100% hydraulic locking	•	•	•
Rear: Conventional	•	•	•
Tires			
17.5R25	•		
20.5R25	•	•	•
Brake system			
Dual brake circuits	•	•	•
Dual brake pedals	•	•	•
Secondary brake system	•	•	•
Parking brake, electrical-hydraulic	•	•	•
Brake wear indicators	•	•	•
Outboard mounted circulating oil cooled wet disc brakes on all four wheels	•	•	•
Cab			
ROPS (ISO 3471), FOPS (ISO 3449)	•	•	•
Single key kit door/start	•	•	•
Acoustic inner lining	•	•	•
Cigarette lighter, 24 V power outlet	•	•	•
Lockable door	•	•	•
Cab heating with fresh air inlet and defroster	•	•	•
Fresh air inlet with two filters	•	•	•
Automatic heat control	•	•	•
Floor mat	•	•	•
Dual interior lights	•	•	•
Interior rearview mirrors	•	•	•
Dual exterior rearview mirrors	•	•	•
Sliding window, right side	•	•	•
Tinted safety glass	•	•	•
Retractable seat belt (SAE J386)	•	•	•
Adjustable steering wheel	•	•	•
Storage compartment	•	•	•
Document pocket	•	•	•
Sun visor	•	•	•
Beverage holder	•	•	•
Windshield washer front and rear	•	•	•
Windshield wipers front and rear	•	•	•
Interval function for front and rear wipers	•	•	•
Foot step, left side (toolbox lockable included)	•	•	•

	L60H	L70H	L90H
Hydraulic system			
Main valve, double acting 2-spool with hydraulic pilots	•	•	•
Variable displacement axial piston pumps (2) for:			
Working hydraulics, pilot hydraulics, steering system, brakes	•	•	•
Cooling fan, brakes	•	•	•
Hydraulic control levers	•	•	•
Mechanical hydraulic lever lock	•	•	•
Automatic boom kick-out	•	•	•
automatic bucket positioner	•	•	•
Double acting hydraulic cylinders	•	•	•
Indicator glass for hydraulic oil level	•	•	•
Hydraulic oil cooler	•	•	•
External equipment			
Basic fenders, front and rear	•	•	•
Viscous cab mounts	•	•	•
Rubber engine and transmission mounts	•	•	•
Engine hood, electronically openable	•	•	•
Frame, joint lock	•	•	•
Vandalism lock for engine compartment	•	•	•
Lifting eyes	•	•	•
Tie down eyes	•	•	•
Tow hitch	•	•	•
Counterweight, pre drilled for optional guards	•	•	•

	L60H	L70H	L90H
Protective equipment			
Anti-theft device	•	•	•
Belly guard front	•	•	•
Belly guard rear	•	•	•
Boom cylinder hose and tube guards	•	•	•
Cab roof, heavy duty	•	•	•
Center hinge and rear frame guard	•	•	•
Corrosion protection, painting	•	•	•
Cover plate front frame, heavy-duty	•	•	•
Cover plate, under cab	•	•	•
Cover plates rear frame	•	•	•
Guards for front head lights	•	•	•
Guards for grease nipples		•	•
Guards for radiator grill	•	•	•
Guards for tail lights, heavy-duty	•	•	•
Wheel/axle seal guards	•	•	•
Window guards, side and rea	•	•	•
Windshield guard	•	•	•
Other equipment			
CareTrack, GSM/Satellite	•	•	•
CE-marking	•	•	•
Secondary steering	•	•	•
Counterweight, logging	•	•	•
Noise reduction kit, Blauer Engel incl. Decal	•	•	•
Noise reduction kit, EU excl. Decal	•	•	•
Sign, 50 km/h / 31mph	•	•	•
Sign, slow moving vehicle	•	•	•

	L60H	L70H	L90H
Tires and Rims			
17.5R25	•		
20.5R25	•	•	•
600/65R25	•	•	•
650/65R25			•
Attachments			
Buckets:			
Straight	•	•	•
Spade nose	•	•	•
High tipping	•	•	•
Light material	•	•	•
Grading	•	•	•
Wear parts:			
Bolt-on edge	•	•	•
Bolt-on or weld-on bucket teeth	•	•	•
Segments	•	•	•
Log grapples	•	•	•
Fork equipment	•	•	•
Material handling arm	•	•	•
Snow blade	•	•	•
Broom	•	•	•
Sand spreading bucket	•	•	•
Bale clamp	•	•	•
Drum rotator	•	•	•

Selection of Volvo optional equipment

Boom suspension system

3rd and 4th hydraulic function

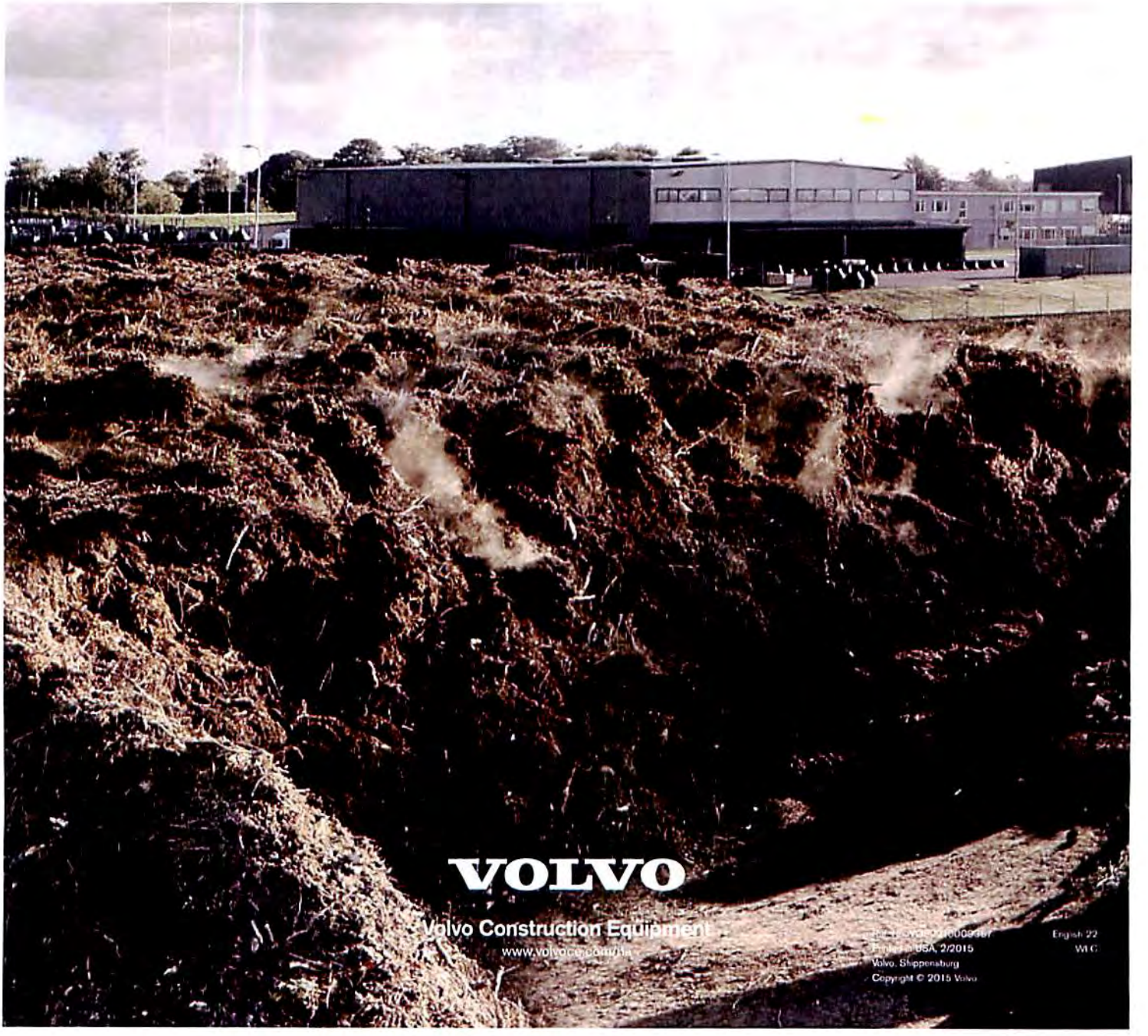
LED lights

Rear view camera

Reversible fan

Fire suppression system

Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice.
The illustrations do not necessarily show the standard version of the machine.



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English 22
WI C

NORTRAX

A JOHN DEERE COMPANY

A JOHN DEERE COMPANY

FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2016-2017 Contract for Vehicles and Equipment
Contract Number FAS16-VEH14.0
3.0 Cu. Yd. Wheel Loader
Deere 524K Loader
February 7, 2017

Quote for: Escambia County	
Base Unit: Deere 524K Loader Per FSA Spec #31	**$116,700.00**
Options from Contract:	
JD544K Upgrade to 544K	**$ 13,295.00**
2432 Third Spool Valve/Control	**2,050.00**
8560-1 Hydraulic Quick Coupler	**3,536.00**
8585 60" x 60" Forks	**3,276.00**
9106 AM/FM/WB Radio	**403.00**
Non-Contract Options	
3.0 Cu Yd Multipurpose bucket with cutting edge	**$ 13,521.00**
5 Year/7500 hour Comprehensive Warranty	**$ 2,119.00**
Total Quoted Sale Price	**$154,900.00**

Dave Walsh, Governmental Sales
4042 Park Oaks Blvd, Suite 200 Tampa, Florida 33610
Phone (239) 334-3627 Cell (239) 849-7488

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12123 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Contract Award for PD 16-17.017, C.E.I. for A.1: CR 184 (Muscogee Road) Between CR 297-A & US 29; and US 29 Signal Upgrades at Morris, Muscogee & Tree
From: Paul Nobles, Purchasing Coordinator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for LAP Project C.E.I. (Construction Engineering Inspections) for CR 184 (Muscogee Road), FDIP: 437039-1-54-01 - Paul Nobles, Office of Purchasing, Senior Purchasing Coordinator

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Mott MacDonald Florida, LLC, per the terms and conditions of PD 16-17.017, "LAP Project C.E.I. (Construction Engineering Inspections) for A.1: County Road 184 (Muscogee Road) Between CR 297-A & U.S. 29; and U.S. 29 Signal Upgrades at Morris, Muscogee & Tree. A. 2 CR 184 (Muscogee Road) Between Beulah Road & Carlisle Street FDIP: 437039-1-54-01," for a lump sum of $498,828.85.

[Funding: Fund 352, LOST III, Cost Center 210123, Object Code 56301, Project Number 16EN3535]

BACKGROUND:

Request for Letters of Interest, PD 16-17.017, LAP Project C.E.I. (Construction Engineering Inspections) for A.1: CR 184 (Muscogee Road) Between CR 297-A & US 29; and US 29 Signal Upgrades at Morris, Muscogee & Tree. A.2 CR 184 (Muscogee Road) Between Beulah Road & Carlisle Street FDIP: 437039-1-54-01 was publicly noticed on Monday, January 23, 2017. Responses were received from three firms on Tuesday, March 14, 2017. The firms were ranked as follows:
#1 Mott MacDonald Florida, LLC
#2 Metric Engineering, Inc.
#3 DRMP, Inc.
Negotiations were held on March 23, 2017 and March 28, 2017.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210123, Object Code 56301, Project Number 16EN3535

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement / Complete

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Mott MacDonald Florida, LLC

PD 16-17.017, LAP Project C.E.I. (Construction Engineering Inspections) for A.1: CR 184 (Muscogee Road) Between CR 297-A & Us 29; and US 29 Signal Upgrades at Morris, Muscogee & Tree. A.2 CR 184 (Muscogee Road) Between Beulah Road & Carlisle Street FDIP: 437039-1-54-01

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of May, 2017, 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 Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (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: Mott MacDonald Florida, LLC 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 Liz Bush, Construction Manager, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 16-17.017, LAP Project C.E.I. (Construction Engineering Inspections) for A.1: CR 184 (Muscogee Road) Between CR 297-A & Us 29; and US 29 Signal Upgrades at Morris, Muscogee & Tree. A.2 CR 184 (Muscogee Road) Between Beulah Road & Carlisle Street FDIP: 437039-1-54-01.

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) 16-17 in the amount of Four Hundred Ninety Eight Thousand Eight Hundred Twenty Eight Dollars and Eight Five Cents ($498,828.85) 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 16-17.017, LAP Project C.E.I. (Construction Engineering Inspections) for A.1: CR 184 (Muscogee Road) Between CR 297-A & Us 29; and US 29 Signal Upgrades at Morris, Muscogee & Tree. A.2 CR 184 (Muscogee Road) Between Beulah Road & Carlisle Street FDIP: 437039-1-54-01, and as represented in the Consultant's Letter of Interest response to PD 16-17.017, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $TBD.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Four Hundred Ninety Eight Thousand Eight Hundred Twenty Eight Dollars and Eight Five Cents ($498,828.85). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Mott MacDonald Florida, LLC
220 West Garden Street, Suite 700
Pensacola, Florida 32502

(d) Invoices to the County shall be sent to:

Liz Bush
Construction Manager
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In

such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: May 4, 2017

CONSULTANT:
Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
David Skipper, P.E., Vice President

By: _____
Secretary

Date: _____

Exhibit “A”

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION AND CONTRACT ADMINISTRATION

FOR

A.1: CR 184 (MUSCOGEE ROAD) FROM CR 297-A TO US 29 AND US 29 SIGNAL UPGRADES AT MORRIS, MUSCOGEE, & TREE. A.2: CR 184 (MUSCOGEE ROAD) FROM BEULAH ROAD TO CARLISLE STREET

FEID: 437039-2-54-01

SCOPE OF WORK

A.1: The Scope of Work for this project consists of roadway and drainage improvements along CR 184 (Muscogee Road) beginning just west of CR 297-A and ending at US 29, a distance of approximately 3/4 mile. The existing road has exceeded the design life and is beginning to fail. Along this section of Muscogee Road the road will be milled and resurfaced. The new road will have 12 foot lanes and 5 foot paved shoulders which will require installation of new roadside ditches, culverts, and driveways. There will also be waterline relocations as part of this project. Right of way restoration with sodding, erosion and sediment control, and all other incidental work is included in this project. In addition, this project includes signal upgrades on US 29 at Morris Avenue, Muscogee Road, and Tree Street. The right turn lane onto Tree Street will also be lengthened.

A.2: The Scope of Work for this project consists of roadway and drainage improvements along CR 184 (Muscogee Road) beginning just west of Beulah Road and ending at Carlisle Road, a distance of approximately 1 mile. The existing road has experienced failure due to poor subsurface materials. Along this section of Muscogee Road the road will be excavated to a depth of 3 feet below the existing grade and reconstructed. The new road will have 12 foot lanes and 5 foot paved shoulders which will require installation of new roadside ditches, culverts, and driveways. There will also be waterline relocations as part of this project. Right of way restoration with sodding, erosion and sediment control, and all other incidental work is included in this project.

SCOPE OF CEI AND ADMINISTRATIVE SERVICES

The construction engineering, and inspection and administrative services for this project will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final work in regard to challenges of Consultant authority by the Contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

Exhibit “A”

The responsibilities of the Consultant on the project are, but not limited to:

Erosion Control and Preconstruction Conference: Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issue that arise at the meeting with appropriate office, agencies, and divisions. Prepare and distribute detailed minutes of the meetings.

Attend Weekly Meetings: Prepare the agenda, attend and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.

Project Administration: Provide project administration and coordinate the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor’s hours worked and materials on the the project and verify all pay requests for accuracy. Prior to starting work, submit to the Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of person with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

Provide Construction Inspection: Provide effective supervision of all inspection services being conducted by the Prime or Sub-Contractor. All field technicians must be certified in the applicable FDOT certification workshops listed below:

Asphalt Roadway Paving Inspector
Asphalt Plant Inspection
Class I Concrete Technician
Soils and Aggregate Technician
Earthwork Technician
Nuclear Gauge Trained and Proficient
SWPPP Certified

Conduct Field Surveys: Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

Supplemental Agreements/Construction Changes: Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices of the additional pay items with Contractor while adhering to the “Average Unit Price” listing when possible. Coordinate acceptance of prices with the Project Coordinator.

Shop Drawings: Preview and make recommendation of all shop drawing prior to submission to the Engineer of Record and track the approval process prior to the Contractor submitting them to the appropriate Vendor.

Quality Assurance, Testing for Acceptance, and Training: Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training the Consultant personnel for all necessary field testing and inspections. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard form provided by Escambia County, and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base, asphalt, structural backfill and pipe backfill as defined in the Standard Specification and Escambia County’s sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing to roadway embankment and base materials as defined in the Standard Specifications and Escambia County’s sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant’s responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective materials as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted by Escambia County will also be reviewed for completeness and conformance to the Escambia County’s form of submission. A Final Materials and Tests Certification will be submitted to the Project Coordinator with the Final Records.

Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by the Special Provisions in the contract, and from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled materials may be made as defined in the Standard Specification and approved by the Project Coordinator. Copies of approved Sub-Contractors should be on file prior to the first Progress Payment.

Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.

Distribution of Correspondence: Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub-Contractors, or other concerning matters related to the project. Maintain an electronic file of all correspondence for submission with project Final Records.

Exhibit “A”

Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structure, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the Contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the Contractor of deficiencies. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

A record of the Contractors on the project
Their personnel (number and classification)
Equipment (number and type or size)
Location and work performed by each Contractor or Sub-contractor
Directions given to the Contractor
Events of note on the project
Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report to the project records whenever possible.
Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
Days charged, with explanation if not charged
Equipment arriving or leaving the project, idle equipment
Any other details that may be important later in the project life

Reports: There are numerous reports, documents, etc. that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirement shall be forwarded to the Project Coordinator for clarification.

Final Records: Submit a final estimate (electronic format) for the project at the time of completion. Coordinate Consultant hours after project completion with Project Coordinator for approval.

Project Claims: Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

Utility Relocations: Utility relocate and construction will be a part of this contract. All work that is reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County.

Plan Review: Review submitted construction plans from the design engineer prior to construction for completion, comments, concerns, and observations.

Exhibit “A”

Citizen Interface: Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. The Project Coordinator will be made aware of all such contacts and the Consultant will assist Escambia with any assistance requested.

Exhibit “B”

Exhibit B not applicable based on services to be provided. This is dependent on the firm providing the construction services.

CONSTRUCTION ENGINEERING and INSPECTION (CEI) ESTIMATE OF WORK EFFORT

DESCRIPTION: C.E.I. for CR 184 (Muscogee Road) between CR 297-A & US 29 & between Beulah Road & Carlisle Street

Financial Management No. 437039-2-54-01

COUNTY: ESCAMBIA

Mott MacDonald Hours / Fee Breakdown

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2017 Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Totals in Hours	Totals in Months	Wage Rate	Raw Salary $
Senior Project Engineer	0.2	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	124	0.75	46.64	$5,783.36
Project Administrator / CSS	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	1188	7.20	33.66	$39,988.08
Contract Support Specialist													0	0.00	27.16	$0.00
Sr Inspector		0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	1452	8.80	24.73	$35,907.96
Inspector		0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	726	4.40	22.10	$16,044.60
Inspector (Asphalt Plant)		0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	182	1.10	24.73	$4,500.86
Totals in Man Months	0.8	1.95	0.65	1.95	1.95	1.95	1.95	1.95	1.95	1.95	1.95	1.95	3672	22.25	179.02	$102,224.86

** FEE COMPUTATIONS		
BASIC SALARY COSTS		$102,224.86
Cost Elements and Additives		
a) Overhead (General)	159.23%	$162,772.64
b) FCCM	0.18%	$184.00
SALARY RELATED COSTS		$265,181.50
Operating Margin (Fixe	35.00%	$35,778.70
SUBTOTAL INCLUDING MARGIN & FCCM		$300,960.20
Expenses (7.71% Salary Costs)		$7,881.54
LUMP SUM FEE (MM)		$308,841.74

Metric Hours / Fee Breakdown

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2017 Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Totals in Hours	Totals in Months	Wage Rate	Raw Salary $
Senior Project Engineer		0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	18	0.11	72.63	$1,318.23
Project Administrator		0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	18	0.11	50.00	$907.50
Contract Support Specialist		0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	18	0.11	42.00	$762.30
Sr Inspector		1	1	1	1	1	1	0.7	0.6	1	1	1	1700	10.30	31.25	$53,109.38
Inspector						0.25	0.25	0.25		0.25	0.25		206	1.25	25.27	$5,211.94
Inspector (Asphalt Plant)				0.25			0.25				0.25		124	0.75	23.33	$2,887.09
Totals in Man Months	0	1.03	0.65	1.28	1.03	1.28	1.53	0.98	0.63	1.28	1.53	1.03	2084	12.63	244.48	$64,196.44

** FEE COMPUTATIONS

BASIC SALARY COSTS		$64,196.44
Cost Elements and Additives		
a) Overhead (General)	107.76%	$69,178.08
b) FCCM	0.099%	$63.55
SALARY RELATED COSTS		$133,438.07
Operating Margin (Fix	39.00%	$25,036.61
SUBTOTAL INCLUDING MARGIN & FCCM		$158,474.68
Expenses (26.86% Salary Costs)		$17,243.81
LUMP SUM FEE		$175,718.49

AE Engineering Hours / Fee Breakdown

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2017 Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018 Jan	Feb	Mar	Totals in Hours	Totals in Months	Wage Rate	Raw Salary $
Inspector (AE Engineering, Inc.) (DBE)			0.25	0.25	0.25	0.25	0.25	0.125					227	1.38	24.00	$5,445.00
Totals in Man Months	0	0	0.65	0.25	0.25	0.25	0.25	0.125	0	0	0	0	227	1.38	24.00	$5,445.00

** FEE COMPUTATIONS

BASIC SALARY COSTS		$5,445.00
Cost Elements and Additives		
a) Overhead (General)	110.29%	$6,005.29
b) FCCM	0.000%	$0.00
SALARY RELATED COSTS		$11,450.29
Operating Margin (Fix	39.00%	$2,123.55
SUBTOTAL INCLUDING MARGIN & FCCM		$13,573.84
Expenses (12.76% Salary Costs)		$694.78
LUMP SUM FEE		$14,268.62

Total Fee	
Mott MacDonald	$308,841.74
Metric	$175,718.49
AE Engineering	$14,268.62
Grand Total	**$498,828.85**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12127 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Contract Award for the Delano Street Drainage and Improvement Project
From: Paul Nobles, Purchasing Coordinator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Delano Street Drainage and Improvement Project - Paul Nobles, Office of Purchasing, Senior Purchasing Coordinator

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and HDR Engineering, Inc., per the terms and conditions of PD 16-17.023, Delano Street Drainage and Improvement Project, for a lump sum of $851,150.18.

[Funding: Fund 352, LOST III HMPG, Cost Center 210124, Object Code 56301, Project Number 17EN3743]

BACKGROUND:

Request for Letters of Interest, PD 16-17.023, Delano Street Drainage and Improvement Project was publicly noticed on Monday, Monday, February 6, 2017. Responses were received from five firms on Tuesday, March 7, 2017.
American Consulting Engineers of Florida, LLC
Baskerville-Donovan, Inc.
HDR Engineering, Inc.
Sigma Consulting Group, Inc.
Volkert, Inc.

The firms were ranked as follows on Monday, March 27, 2017:
#1 HDR Engineering, Inc.
#2 Volkert, Inc.
#3 Baskerville-Donovan, Inc.
Negotiations were held on April 12, 2017 and April 20, 2017.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III HMPG, Cost Center 210124, Object Code 56301, Project Number 17EN3743]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

HDR Engineering, Inc.

PD 16-17.023, Delano Street Drainage and Improvement Project

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of May, 2017, 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 HDR Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 25 West Cedar Street, Suite 200, Pdnsacola, Florida 32502, and whose Federal tax identification number is 47-0680568 (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: HDR Engineering, 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 Buzz Roggenbuck, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 16-17.023, Delano Street Drainage and Improvement 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) 16-17 in the amount of Eight Hundred Fifty One Thousand One Hundred Fifty Dollars and Eighteen Cents ($851,150.18) 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 16-17.023, Delano Street Drainage and Improvement Project, and as represented in the Consultant's Letter of Interest response to PD 16-17.023, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $5,266,956.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Eight Hundred Fifty One Thousand One Hundred Fifty Dollars and Eighteen Cents ($851,150.18). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pdnsacola, Florida 32502

(d) Invoices to the County shall be sent to:

Buzz Roggenbuck
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other

indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County

Commissioners shall be “additional insured's” on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida’s ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment

Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and HDR Engineering, Inc., signing by and through its John Wimberly, P.E., Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: May 4, 2017

CONSULTANT:
HDR Engineering, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
John Wimberly, P.E., Vice President

By: _____
Secretary

Date: _____

Scope Of Work:

Delano Street Drainage & Improvement Project
PD #16-17.023
HMGP Grant Management & Design Services

Introduction:
This scope describes engineering design services for the Delano Street Drainage & Improvement Project in Escambia County, FL.

Background:
A substantial rainfall event affected portions of Escambia County, FL on April 29-30, 2014. Heavy rainfall and flooding of private property and government property occurred in the Delano Area of Escambia County. In 2014, a FEMA Hazard Mitigation Grant Program (HMGP) Grant Application was submitted which proposed a grant project to reduce flood stages in the Delano Area. The project resulted in a favorable benefit/cost ratio (BCR) and a high local ranking by the Local Mitigation Strategy (LMS) Board for a project with an initial cost estimate of over $4 million. In early 2015 the grant scope of work was modified after it was determined that an original pond sited for the project had contamination issues. The project costs increased to over $7 million, mainly due to additional property acquisition required for the updated pond sites. The resulting improvements are a part of this design scope of work.

Project Limits:
The project benefit area generally includes the Delano Street area located west of Pace Boulevard and north of Fairfield Drive, Pace Boulevard from Fairfield Drive to Clay Street, and areas near and surrounded by Pace Boulevard, Herman Street, Palafox Street, and Leonard Street. The physical project improvements to be designed from north to south include: 1)Delano Street & surrounding areas storm conveyance system, 2)Herman Street Pond construction & conveyance, 3)Herman Pit Pond expansion, improvements, & conveyance, 4)Fairfield Ponds 1, 2, and 3 construction & conveyance, 5)CBDF Pond & conveyance, and 6)L Street Pond expansion, improvements, & conveyance. The project area includes over 22 acres of pond construction or expansion.

Summary of Work:
The project consists of HMGP Grant Phase I activities. This consists of grant management, project design, and plans production for submittal to the Grant Agency for review. HMGP Grant Phase II activities consist of continued grant management, property acquisition, and construction of the agency-approved project designed in Phase I. Phase II services will not commence until authorized by Escambia County.

HDR Engineering will team with ARCADIS-US, Larry M. Jacobs & Associates, and Southeastern Surveying & Mapping Corporation to design the improvements recommended in the HMGP Grant Application. Tasks will consist of grant management, survey, geotechnical exploration, subsurface utility exploration, stormwater modeling, reporting, plans production, permitting activities, limited public involvement, bid & construction assistance, and the associated meetings and project management activities associated with the work.

Assumptions and Conditions:
1. Modeling will be based on existing land use and existing models from the Pensacola Bay Basin Study as updated by previous studies and for the Grant Application and subsequent modeling iterations.

2. Hydrologic and hydraulic modeling will be performed using Interconnected Channel and Pond Routing (ICPR), Version 3. Existing Land Use and Soil Data used for previous modeling will be retained but updated in the study area as necessary. FDOT storm tabulations will be used for conveyance system design as needed. The use of other modeling software is not included in this scope of work.
3. This scope of work provides for the goal of a HMGP Phase I design submittal. The scope of work does not provide for major changes to the design following grant agency review or HMGP Phase II services. Note that Bid & Construction Assistance services and some Grant Management services would take place during Phase II, but these are still considered design services. These services will not be authorized by the County to commence until Phase II.
4. Escambia County will support the project by providing any available survey data, flooding data, area design data, real estate data, and public involvement data. Escambia County will also support the project through co-coordination with private property owners, the County Sherriff Department, the County Animal Shelter, and Englewood Community Center in determining any limitations of the physical design improvements or physical access to properties for data collection activities.
5. Data collection activities such as topographic survey and geotechnical exploration assume safe site accessibility. Structures or pavement exist on some of the properties for which data collection is included as part of this scope of work. Escambia County will support data collection activities by assisting with access coordination, limits of activities, and by providing demolition plans for structures which have been removed or are to be removed. Survey activities are limited to features located on the ground surface, with the exception of utility owners who are members of Sunshine One. At a minimum, sites for further consideration include: CBDF Pond (CBDF Facility), L Street Pond (Englewood Community Center), and Fairfield Pond 2 (formerly Builders Square).
6. There will be no new signing or pavement markings for the project. Signage will be protected or temporarily stockpiled. Existing pavement markings will be replaced as necessary.
7. The project will affect Pace Boulevard, Fairfield Drive, Texar Drive, and Palafox Street, which are all FDOT roadways located in FDOT R/W. Note that open cutting, night work, jack & bore, and related MOT may all be required as part of the work. FDOT requirements which are determined to be excessive may require scope of work modifications.
8. Permitting assumes: 1) Permits for construction in FDOT R/W, with 30-day estimated review time; 2) A NWFWMD or FDEP ERP General Permit with 30-day estimated review time; 3) The project is not expected to require a USACE Permit as there is no direct nexus to federal waters. The FDEP-permitted L Street Pond is the downstream end of the project and the permitted Long Hollow Pond located downstream severs any nexus. HDR will cover the cost of permit fees under these assumptions. Note that if the USACE is in disagreement with these findings, then an Individual Permit may be required which can take an estimated 180-day total review time and would require additional compensation.
9. Phase I Environmental Site Assessments (ESA) included in this scope of work may require a Phase II investigation. The need for Phase II ESA services is impossible to predict or scope at this time. For this reason, a budget allowance for Phase II work is included in the Fee Proposal. Phase II work will be scoped later if recommended. A limited Phase I investigation was performed at the L Street Pond site by Larry M. Jacobs and Associates under previous consulting work. It is our understanding that contaminants were found below the L Street Pond bottom. Additionally, a screening of the area utilizing FDEP Map Direct indicates that there are ongoing remediation activities on Sherriff Department properties located west of the proposed CBDF Pond. Further investigation of the project areas and the scoped Phase I ESA's may need to take place prior to design or survey activities. Results could indicate a need to modify this scope of work.

The following tasks are included in this scope of work:

TASK 1 - PROJECT COORDINATION
Subtask 1-1 County Staff Meetings
Subtask 1-2 Project Management
Subtask 1-3 Public Involvement
Subtask 1-4 Grant Management

TASK 2 - DATA COLLECTION
Subtask 2-1 Topographic Survey & SUE – Southeastern Surveying & Mapping Corp.
Subtask 2-2 Geotechnical Exploration & Phase I ESA's – Larry M. Jacobs & Associates

TASK 3 - DESIGN ANALYSIS & REPORTING

TASK 4 - PLANS PRODUCTION

TASK 5 - PERMITTING

TASK 6 - BID & CONSTRUCTION ASSISTANCE

TASK 7 - OPTIONAL SERVICES

TASK 1 - PROJECT COORDINATION

Subtask 1-1 County Staff Meetings

Objective:
Staff meetings between HDR and Escambia County personnel will establish communication protocol, strategies, and action plans.

Activities:

- Conduct a Kickoff Meeting with Escambia County to discuss project objectives and purposes, establish communication linkages among the project team, establish the schedule for regular project status meetings, and discuss the format of deliverables. The project kickoff meeting shall include other project stakeholders such as utility owners and representatives from the Sherriff's Department and Englewood Community Center.
- Conduct meetings to coordinate project issues, services performed to date, and project deliverables. At least four (4) meetings are expected.

Deliverables:
Meeting Minutes

Subtask 1-2 Project Management

Objective:
HDR will maintain communication, coordination, and documentation with the Escambia County Project Manager.

Activities:

- Provide County PM with a monthly status report to accompany invoices. The project duration is assumed to be 36 months including construction.
- Develop and update project schedules.
- Coordination & meetings with project subconsultants.
- Coordination & meetings with Utility Owners during each deliverable phase.

Deliverables:

- Monthly Status Reports
- Project Schedules
- Meeting notes to be included in Design Documentation.

Subtask 1-3 Public Involvement

Objective:
HDR will assist Escambia County staff in order to solicit information and/or inform the public of project status.

Activities:

- Assist Escambia County with required mailouts/notices.

- Develop and provide project status flyers, presentation slides, or informational boards for public meetings.
- Assist community meetings to discuss project information and status.
- Document public requests and issue resolution.

Deliverables:

- Questionnaires, Boards, Presentation Slides, or Flyers as needed
- Meeting Minutes

Subtask 1-4 Grant Management (Subconsultant Task)

Objective:
Arcadis will provide Escambia County (grant recipient) with grant management services.

Subconsultant Activities (Arcadis):

- Period of Performance, Scope of Work, and Budget Modification Requests: Arcadis will provide Escambia County with a maximum of two period of performance, scope, and budget modification requests to the Florida Division of Emergency Management (FDEM). Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, benefit-costs analysis, and/or an updated schedule with significant milestones. Grant modifications will include delivery of a full modification package.
- Quarterly Reporting: Arcadis will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the FDEM within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. Arcadis will complete up to twelve quarterly reports for this project.
- Request for Reimbursements: Arcadis will develop and submit Request for Reimbursements (RFR) on a quarterly basis at a minimum. The RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Arcadis will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. Arcadis shall pre-audit all source documentation. This may include support on procurement activities for other services related to acquisition and expenditures. Arcadis will be responsible for coordinating with the FDEM on all requests for information resulting from the RFR. Arcadis will complete up to 12 RFRs.
- Site Visits and Project Monitoring: Arcadis will perform regular site visits to ensure compliance with grant conditions commensurate with grant scope of work completion. Arcadis will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work and environmental and historic conditions are being or have been fulfilled. Arcadis will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV.
- Property Owner Coordination: Arcadis will support property owner communications and coordination as necessary. This includes supporting meetings with property

owner and assisting with questions and other project implementation and coordination activities. This task also includes working with property owners to collect all necessary documentation for project compliance. Property Owner Coordination support will last for the duration of a contract resulting from this proposal.

- Project Closeout and Final Inspection: Arcadis will conduct project closeout related activities for each property throughout the duration of a contract resulting from this proposal. This includes drafting an official closeout letter, completing the final progress report and package, and coordination with State and Federal agencies. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the subgrant agreement with the FDEM.
- Maintenance of Records Assistance: Arcadis will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for financial and programmatic compliance. Arcadis will maintain all files relevant to audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County, HDR, and Arcadis.
- Audit Support: Arcadis will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary, during the life of a contract resulting from this proposal.

Deliverables:

- Support documentation for each of the items listed herein, as applicable.

TASK 2 - DATA COLLECTION

Objective:
Collect data to be utilized for project objectives.

HDR Activities:

- Acquire existing plans from the County and FDOT.
- Site Reviews by Engineer of Record (EOR) and staff. An environmental scientist will review site wetlands and surface waters and will delineate if necessary to supplement survey data and to support environmental permitting requirements.
- Analyze survey, geotechnical, and subsurface utility data to evaluate the technical merit and adequacy of the information.
- Following assembly and examination of all data and information, coordinate findings with the County. Document information in Design Documentation Report.

Deliverables:

- Reports to be included in appendices of Design Documentation Report

Subtask 2-1 Topographic Survey & SUE

Objective:

Provide topographic survey activities and subsurface utility exploration

Subconsultant Activities (Southeastern Surveying & Mapping Corp.):
Provide a Boundary & Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

- Establish the Horizontal and Vertical control for the project. Horizontal will be in SPC (Florida North) Vertical will be in NAVD 88 Datum.
- Set approximately 30 site bench marks for the project to consist of 8 Pond Sites and along 8400 L.F. of roadway Topographic Survey for pipe construction.
- Locate all improvements as observed by above ground features at each Pond Site and along each roadway for Pipe Construction. In addition provide Bathymetric survey of Herman Street pit existing Pond.
- Locate Utilities as Marked by Sunshine one Call along Roadway portions.
- Coordinate for Utilities to be marked within pond site locations with representatives of site knowledge.
- Provide Utility Designation as needed for pond sites and roadways to be located during design survey.
- Provide boundary location on parcels of acquisition with descriptions of taking.
- Locate right of ways for roadway Topographic Surveys to support design and construction.
- Provide structure details of specific drainage structures to include size, type, invert for Flow lines, and Condition.

- Provide Subsurface Utility Exploration (SUE) Test holes on conflict utilities to support ultimate design. Estimate at 24 total at SR roadway crossings. This will be collecting Horizontal and Vertical position.
- It is understood that existing data will be provided by HDR and Escambia County to support the survey effort and will be incorporated after verification of completeness and accuracy.
- Scope is based on documents provided by HDR being Document FCDI 2012&HDR.
- Project limits are 8 Pond Sites totaling 22.5 acres and listed as Delano Pond, Herman Pond, Herman Street Pit, Fairfield Ponds 1-3, CBDF Pond, and L Street Pond. Roadway Limits total 8400 L.F. and being Roadway Crossings of Leonard Street, Texar Blvd. Fairfield Ave, Palafox Blvd., and Pace Blvd. twice. In addition various Residential streets based on maps provided and listed in item 12.
- Specific Task by ponds will be:
    - CBDF Pond-Topographic Survey Only
    - Fairfield Pond 3-Topographic Survey Only to Building Outline.
    - Fairfield Ponds 1&2-Boundary, Descriptions, and Topographic Survey.
    - Herman Pond-Topographic Survey only
    - Delano Pond-Topographic Survey only
    - Herman Pit – Topographic Survey, Bathemetric Survey, Boundary & Description for adjacent parcel.
- Task is expected to require multiple deployments which are included in this scope and cost.

Deliverables:

- Three (3) certified copies of site specific boundary surveys or legal descriptions for property acquisition.
- Electronic files in Microstation and AutoCAD formats.
- SUE test hole reports.

Subtask 2-2 Geotechnical Exploration & Phase I ESA's

Objective: Provide subsurface soil exploration for the purposes of project function. Provide Phase I ESA's to support property acquisition.

Subconsultant Activities (Larry M. Jacobs & Associates):
Site Investigation Services:

- Locate the borings at the site. Assumes 250 foot grid spacing inside the pond footprints.
- Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- Obtain Escambia County and FDOT permits as needed to drill borings in the right of way.
- Obtain NWFWMD permits needed to install piezometers at each pond site. Piezometers are important to obtain accurate water level data for pond design.

- Mobilize a truck mounted drill rig and drill team to the sites, and a tripod mounted drilling rig to the Herman Street Pit site.
- Drill up to 5 Standard Penetration Test (SPT) borings to a depth of 40 feet on the L street pond expansion site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the CBDF pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 7 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 1 site, along with installation of 1 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 2 site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 3 site, along with installation of 1 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street Pit site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet. Three of these borings would be drilled with our truck mounted drilling rig and four to six borings with our tripod mounted drilling rig to access the wooded areas and/or pond bottom. We have included a budget for difficult moving, clearing and hand carrying equipment if needed, as well as moving boring locations if debris is encountered.
- Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Delano Street pond site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 12 Standard Penetration Test (SPT) borings to a depth of 15 feet in the road right of way in the three stormwater drainage pipe sections. Six borings would be drilled in the ROW of North Q Street, two borings in the Fairfield pond 3 to Palafox route, and four in the remaining section. As requested, provide MOT to drill one of these borings noted above in the road at four locations. We plan to close one lane for about 4-5 hours at each location. The roadway asphalt would be cored, the soil boring drilled, and the borehole patched with cold patch or concrete.
- After installation of the piezometers, a technician would return in a few days and take water level readings. We will need the top of PVC casing elevation at each piezometer to perform our work, and we understand the surveying will be provided by others. Surveying work is not included in this proposal.
- Obtain up to 4 Shelby tube samples from each of the eight pond sites for laboratory permeability testing.
- Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for basic laboratory testing, such as wash #200 sieve tests and water content tests to evaluate and

document basic soil properties. Falling head permeability tests and associated unit weight testing would be performed on the Shelby tube samples.

- Analyze the test data to develop geotechnical engineering recommendations for the project.

A professional geotechnical engineer licensed in the state of Florida will manage the geotechnical investigations, and the results of the exploration will be presented in a geotechnical report that will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling, as well as groundwater readings in the piezometers.
- A discussion of laboratory test results.
- Recommendations for dewatering, bedding the pipes, compaction requirements for backfill, comments on reuse of native soils, fill recommendations and repair of pavements as needed.
- Provide existing pavement thickness at the four core locations.
- Stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels. Chimney design recommendations will be provided, if applicable.

Phase I ESA's:

- Provide a Phase 1 Environmental Site Assessment (ESA) for the following pond properties:
    - Fairfield pond 1 – Privately Owned
    - Fairfield pond 2 – Privately Owned
    - Herman Street Pit – Expansion Privately Owned
- We have assumed the pond properties are one parcel with one owner. A Phase I ESA consists of site observations, a documentary audit, interviews and a report of finding for each property. The work will be performed in general accordance with ASTM E1527-13, and includes an environmental lien search on one parcel per pond site, if needed. If a Phase II ESA is required on any of the properties, LMJ plans to partner with Cameron Cole (a local environmental engineering firm) to complete the work. Phase II ESA services are not included in LMJ's proposal. Fees for Phase II ESA work will be executed directly through HDR.

<u>Deliverables:</u>

- Geotechnical Exploration Report
- Phase I ESA's

TASK 3 - DESIGN ANALYSIS & REPORTING

Objective:
Provide H&H design and modeling services for the proposed project condition. Provide design and backup documentation discussing/providing all data collection results, modeling results, and specific design decisions and costs associated with the project.

Activities:

- Develop a proposed condition H&H model based on data collection results using Interconnected Channel and Pond Routing (ICPR) version 3.2 software by Streamline Technologies. The existing conditions model for the Pensacola Bay Basin Study updated with the Delano Street Area Study will be utilized as base (existing condition) files.
- Provide modeling iterations in order to optimize the proposed condition based on data collection results. Iterations and analysis will include the 25-year/24-hour, 50-year/24-hour, and 100-year/24-hour storm event frequencies/durations.
- Analyze existing vs proposed conditions for each event. Note that the goal for modeling iterations is reduced frequency of flooding in the project area with no increase of flows downstream of the L Street Pond outfall.
- Provide maps showing existing and proposed condition sub-basin nodal diagrams and extents of post-condition flooding for each storm event in the project area.
- Provide an H&H narrative report discussing the existing vs proposed condition modeling results and stage results at key locations. Include analysis of upstream and downstream effects per grant requirements.
- Establish centerlines of construction.
- Design a stormwater conveyance system which may consist of a combination of open and closed conveyance for the Delano Street area generally bounded by Fairfield Drive, S Street, Clay Street, and Pace Boulevard. Provide storm drain tabulations for this location. Provide storm drain design for crossings at Pace Boulevard (2), Fairfield Drive, Palafox Street, and Texar Drive. Provide storm drain design for system connection south of Texar Drive to E Street. Design modifications to existing drainage structures.
- Design stormwater ponds based on data collection results.
- Design drainage control structures at ponds.
- Design the reconstruction or resurfacing of impacted roadways utilizing either County standard or existing condition pavement designs as applicable.
- Work closely with FDOT and the County to design an adequate traffic control plan (MOT) which considers construction zone safety, lane closure, night work, and possible temporary signal modifications.
- Prepare a Draft/Final Design Documentation Report to be submitted with the 60%, 90%, and 100% plans deliverables documenting data collection results, modeling results, design decisions, design controls, design backup, correspondence, permitting requirements, construction quantity backup, cost estimates, County review comment/response, and requirements of the grant.

Deliverables:

- Stormwater Narrative Report
- Design Documentation Report

TASK 4 - PLANS PRODUCTION

Objective:
Prepare contract plans and bid documents for construction.

Activities:

- Prepare Key Sheet
- Prepare Summary of Pay Items Sheet(s)
- Prepare Summary of Quantities Sheet(s)
- Prepare Drainage Map(s)
- Prepare Roadway Typical Section Sheet(s)
- Prepare Project Layout Sheet
- Prepare General Notes
- Prepare Plan & Profile Sheets
- Prepare Drainage Structures
- Prepare Special Detail Sheets
- Prepare Cross Section Sheets
- Prepare Pond Details Sheets
- Prepare Pond Typical Section Sheets
- Prepare SWPPP Sheet
- Prepare Erosion Control Plan (notes & typical details)
- Prepare Temporary Traffic Control Plan (MOT)
- Prepare Utility Adjustment Plans
- Prepare Signing & Pavement Marking Plans
- Approximately 77 Plan Sheets Expected; see fee sheet.
- Prepare Project Specifications, Scope Summary, and Bid Form

Deliverables:

- 60% Plans & Documentation
- 90% Plans & Documentation
- 100% Plans & Documentation
- Final Plans & Documentation

TASK 5 - PERMITTING

Objective:
Schedule meetings with permitting agencies and prepare project permit applications for construction.

Activities:

- HDR will schedule pre-application meetings with FDOT, NWFWMD/FDEP, and USACE early on to provide preliminary project information to the permitting agencies and to discuss/verify the appropriate permitting criteria. Multiple meetings with FDOT are expected.
- HDR expects to prepare an ERP General Permit application for stormwater retrofit activitites under 62-330.451 for NWFWMD or FDEP.
- HDR expects no permitting requirement under USACE. HDR will coordinate with USACE for a letter of verification per grant requirements.
- FDOT permitting for work in FDOT right-of-way will be required. Expected permits include right-of-way access, utility, and drainage connection.

Deliverables:

- Permit applications for review & signature
- Final approved permits for construction

TASK 6 - BID & CONSTRUCTION ASSISTANCE

Objective:
Assist Escambia County with the bidding and construction process as requested. This is a limiting amount service.

Activities:

- Prepare responses to Contractor questions during advertisement and addenda.
- Attend pre-bid meeting
- Attend bid opening
- Prepare a bid tabulation of all bids received and comment on results
- Attend preconstruction conference
- Attend onsite meetings during construction (assume 12-month construction schedule)
- Address Contractor questions regarding contract plans during construction
- Provide plan revisions
- Provide recommendations to Escambia County during construction
- Review shop drawings
- Provide record drawings based on data obtained from County Inspector and Contractor.

Deliverables:

- Addenda
- Bid Tabulation
- Plan Revisions
- Approved shop drawings
- Record Drawings

TASK 7 - OPTIONAL SERVICES BUDGET

Objective:
Assist Escambia County with unforeseen changes associated with design.

Activities:

Optional services will be a limiting amount task. Tasks under optional services will require prior approval by Escambia County before commencement. Optional services under this contract may consist of but are not limited to the following:

- Modeling and design for alternate pond sites if there are issues with property acquisition.
- Exceedance of construction duration.
- Additional subconsultant activities.
- Additional requirements of permitting agencies.
- Other unforeseen grant scope modifications or tasks not included in this scope of work.

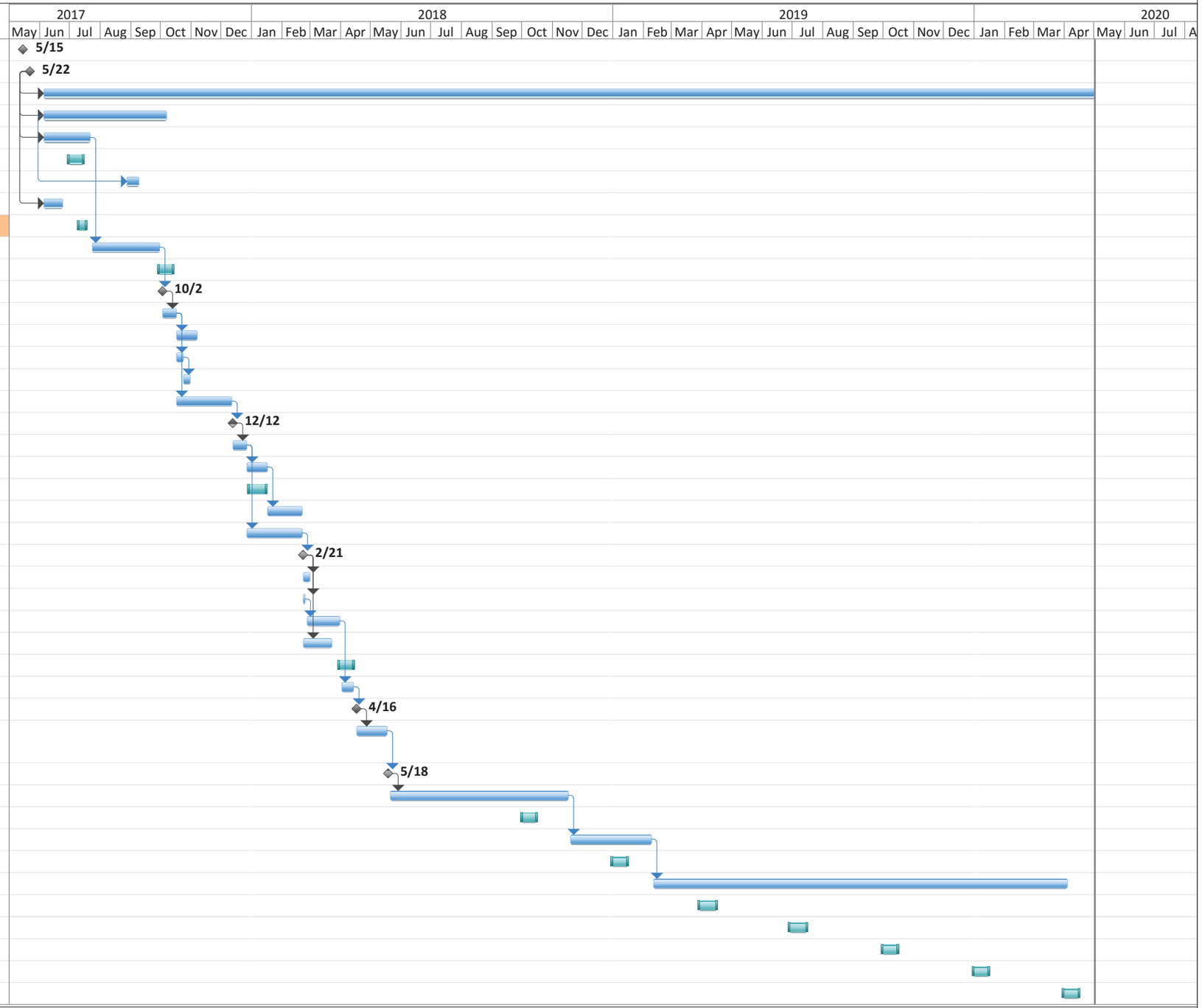
Deliverables:

- To be agreed upon by task.

Exhibit "B"

Delano Street Drainage & Improvement Project
Grant Phase 1 Design

ID	Task Name	Duration	Start	Finish
1	NTP	0 days	Mon 5/15/17	Mon 5/15/17
2	Kickoff Meeting	0 days	Mon 5/22/17	Mon 5/22/17
3	Grant Management	760 days	Mon 6/5/17	Fri 5/1/20
4	Geotechnical Investigation & ESA's	90 days	Mon 6/5/17	Fri 10/6/17
5	Topographic Survey Ph 1	35 days	Mon 6/5/17	Fri 7/21/17
6	FDEM Quarterly Report (Grant Mgmt)	11 days	Fri 6/30/17	Fri 7/14/17
7	Topographic Survey Ph 2	10 days	Mon 8/28/17	Fri 9/8/17
8	Initial Data Collection & Review	15 days	Mon 6/5/17	Fri 6/23/17
9	Deadline POP Extension Request	6 days	Mon 7/10/17	Mon 7/17/17
10	60% Design / Plans / Reports	50 days	Mon 7/24/17	Fri 9/29/17
11	FDEM Quarterly Report (Grant Mgmt)	11 days	Fri 9/29/17	Fri 10/13/17
12	**60% Submittal**	0 days	Mon 10/2/17	Mon 10/2/17
13	County Review / Utility Coordination	10 days	Tue 10/3/17	Mon 10/16/17
14	SUE / Utility Coordination	15 days	Tue 10/17/17	Mon 11/6/17
15	Environmental & FDOT Pre-apps	5 days	Tue 10/17/17	Mon 10/23/17
16	Public Meeting / Commissioner Brief	5 days	Tue 10/24/17	Mon 10/30/17
17	90% Design / Plans / Reports	40 days	Tue 10/17/17	Mon 12/11/17
18	**90% Submittal**	0 days	Tue 12/12/17	Tue 12/12/17
19	County Review / Utility Coordination	10 days	Wed 12/13/17	Tue 12/26/17
20	Environmental Permitting	15 days	Wed 12/27/17	Tue 1/16/18
21	FDEM Quarterly Report (Grant Mgmt)	12 days	Fri 12/29/17	Mon 1/15/18
22	Environmental Permitting Review	25 days	Wed 1/17/18	Tue 2/20/18
23	100% Design / Plans / Reports	40 days	Wed 12/27/17	Tue 2/20/18
24	**100% Submittal**	0 days	Wed 2/21/18	Wed 2/21/18
25	County Review / Utility Coordination	5 days	Thu 2/22/18	Wed 2/28/18
26	FDOT Permitting	2 days	Thu 2/22/18	Fri 2/23/18
27	FDOT Permit Review	25 days	Mon 2/26/18	Fri 3/30/18
28	Public Notice	21 days	Thu 2/22/18	Thu 3/22/18
29	FDEM Quarterly Report (Grant Mgmt)	11 days	Fri 3/30/18	Fri 4/13/18
30	Final Deliverable Package	10 days	Mon 4/2/18	Fri 4/13/18
31	**Final Deliverable Meeting**	0 days	Mon 4/16/18	Mon 4/16/18
32	Grant Deliverable to FDEM (30 days prior to POP Date)	23 days	Tue 4/17/18	Thu 5/17/18
33	**POP Date**	**0 days**	**Fri 5/18/18**	**Fri 5/18/18**
34	FDEM / FEMA Review	130 days	Mon 5/21/18	Fri 11/16/18
35	FDEM Quarterly Report (Grant Mgmt)	11 days	Mon 10/1/18	Mon 10/15/18
36	Begin Construction TBD	60 days	Mon 11/19/18	Fri 2/8/19
37	FDEM Quarterly Report (Grant Mgmt)	12 days	Mon 12/31/18	Tue 1/15/19
38	Construction	300 days	Mon 2/11/19	Fri 4/3/20
39	FDEM Quarterly Report (Grant Mgmt)	12 days	Fri 3/29/19	Mon 4/15/19
40	FDEM Quarterly Report (Grant Mgmt)	12 days	Fri 6/28/19	Mon 7/15/19
41	FDEM Quarterly Report (Grant Mgmt)	12 days	Mon 9/30/19	Tue 10/15/19
42	FDEM Quarterly Report (Grant Mgmt)	12 days	Tue 12/31/19	Wed 1/15/20
43	FDEM Quarterly Report (Grant Mgmt)	12 days	Tue 3/31/20	Wed 4/15/20



Notes:
1. This schedule does not include potential time for Phase II ESA's, if required.

Exhibit "C"

HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR

Delano Street Drainage & Improvement Project

HMGP Grant Management & Design Services

ACTIVITY	Project Principal		Project Manager		Senior Engineer		Professional Engineer		Engineer Intern		Scientist		CAD Technician		Administrative		Activity Fee	Manhours By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
HDR LUMP SUM TASKS																			
Task 1 - PROJECT COORDINATION	6	$ 223.28	101	$ 148.43	14	$ 204.95	86	$ 132.34	29	$ 88.44	29	$ 131.94	14	$ 96.82	9	$ 110.01	$ 36,753.48	288	$ 127.62
Task 2 - DATA COLLECTION	4	$ 223.28	8	$ 148.43	8	$ 204.95	47	$ 132.34	46	$ 88.44	16	$ 131.94	23	$ 96.82	4	$ 110.01	$ 14,718.08	156	$ 94.35
Task 3 - DESIGN ANALYSIS & REPORTING	18	$ 223.28	46	$ 148.43	276	$ 204.95	276	$ 132.34	138	$ 88.44	46	$ 131.94	92	$ 96.82	28	$ 110.01	$ 121,995.82	920	$ 132.60
Task 4 - PLANS PRODUCTION	23	$ 223.28	57	$ 148.43	115	$ 204.95	173	$ 132.34	230	$ 88.44	58	$ 131.94	460	$ 96.82	34	$ 110.01	$ 115,990.08	1150	$ 100.86
Task 5 - PERMITTING	3	$ 223.28	10	$ 148.43	10	$ 204.95	38	$ 132.34	28	$ 88.44	67	$ 131.94	28	$ 96.82	6	$ 110.01	$ 21,443.56	190	$ 112.86
																Subtotal:	$ 310,901.02		
HDR LIMITING AMOUNT TASKS																			
Task 6 - BID & CONSTRUCTION ASSISTANCE	3	$ 223.28	8	$ 148.43	8	$ 204.95	61	$ 132.34	23	$ 88.44	8	$ 131.94	39	$ 96.82	4	$ 110.01	$ 16,841.16	154	$ 109.36
HDR TOTALS (not including Optional Services)	57	$ 223.28	230	$ 148.43	431	$ 204.95	681	$ 132.34	494	$ 88.44	224	$ 131.94	656	$ 96.82	85	$ 110.01	$ 327,742.18	2858	$ 114.68

CONTRACT FEE SUMMARY

HDR Lump Sum Tasks

HDR Task 1 - PROJECT COORDINATION	$ 36,753.48
HDR Task 2 - DATA COLLECTION	$ 14,718.08
HDR Task 3 - DESIGN ANALYSIS & REPORTING	$ 121,995.82
HDR Task 4 - PLANS PRODUCTION	$ 115,990.08
HDR Task 5 - PERMITTING	$ 21,443.56
HDR Subtotal:	**$ 310,901.02**

HDR Limiting Amount Tasks

HDR Task 6 - BID & CONSTRUCTION ASSISTANCE	$ 16,841.16
HDR Task 7 - OPTIONAL SERVICES BUDGET	$ 50,000.00
HDR Subtotal:	**$ 66,841.16**

Subconsultant Tasks

Grant Management - ARCADIS-US	$ 202,208.00
Topographic Survey & SUE - Southeastern Surveying & Mapping Corp.	$ 85,380.00
Geotechnical Investigation - Larry M. Jacobs & Associates, Inc.	$ 85,820.00
Phase 2 Environmental Site Assessment Budget	$ 100,000.00
Subconsultant Subtotal	**$ 473,408.00**

PROJECT TOTAL **$ 851,150.18**

Exhibit "C"

Escambia County Design, Engineering and Inspection Services

FDOT Audited Rate Calculation for HDR Engineering, Inc.

FDOT Audited Rate Items	HDR Audited Rates
Home Office Overhead	149.00%
FCCM	0.298%
Home Office Expense	8.67%
Operating Margin	32.00%

Personnel Category	Personnel Base Rate	Proposed Billing Rate
Project Principal	$ 77.00	$ 223.28
Project Manager	$ 51.19	$ 148.43
Senior Engineer	$ 70.68	$ 204.95
Professional Engineer	$ 45.64	$ 132.34
Engineer Intern	$ 30.50	$ 88.44
Scientist	$ 45.50	$ 131.94
CAD Technician	$ 33.39	$ 96.82
Administrative	$ 37.94	$ 110.01

Billing Rate = Base Rate x (1+ HOO + FCCM + HOE + OM)

Exhibit "C"

TASK LIST

Delano Street Drainage & Improvement Project

HMGP Grant Management & Design Serivces

ACTIVITY: TASK 1 - PROJECT COORDINATION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
County Staff Meetings:					
Kickoff Meeting	EA	1	4	4	2 attendees X 2 hours including prep
Project Meetings	EA	4	4	16	2 attendees X 2 hours including prep
Project Management:					
Monthly Status Report	EA	36	1	36	
Project Scheduling	LS	1	4	4	
Subconsultant Coordination	LS	1	80	80	includes project life with Arcadis
Utility Coordination	LS	1	60	60	
Public Involvement:					
Assist County with Mailouts	LS	1	8	8	
Provide Meeting Boards/Handouts	EA	1	32	32	
Assist or Conduct Community Meetings	EA	2	8	16	2attendees X 4 hours including prep
Public RFI resolution	LS	1	16	16	
Grant Management (see Attachment A for Subconsultant Price)					
Subtotal				272	
Quality Control	3%			8	
Supervision	3%			8	
TOTAL				288	

Exhibit "C"

TASK LIST

Delano Street Drainage & Improvement Project

HMGP Grant Management & Design Serivces

ACTIVITY: TASK 2 - DATA COLLECTION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Acquire Plans from County/FDOT	LS	1	32	32	
Site Reviews	EA	4	12	48	3 staff, 0.5 day, including GIS prep, 4 reviews
Analyze Subconsultant Data	LS	1	60	60	
Topographic Survey & SUE (see Attachment B for Subconsultant Price)					
Geotechnical Investigation & Phase I ESA's (see Attachment C for Subconsultant Price)					
Coordinate Data with County	LS	1	8	8	2 attendees X 4 hours including prep
Subtotal				148	
Quality Control	3%			4	
Supervision	3%			4	
Total				156	

Exhibit "C"

TASK LIST

Delano Street Drainage & Improvement Project

HMGP Grant Management & Design Serivces

ACTIVITY: TASK 3 - DESIGN ANALYSIS & REPORTING

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
H&H proposed condition model updates	LS	1	40	40	
H&H modeling iterations	EA	12	4	48	
H&H analysis	LS	1	60	60	
Existing & proposed sub-basin mapping	LS	1	60	60	
H&H narrative report	LS	1	40	40	
Establish CL Construction	LS	1	24	24	
Conveyance system design	LS	1	160	160	
Pond design	EA	8	24	192	
Control structure design	EA	8	4	32	
Roadway impact design	LS	1	60	60	
Traffic control planning	LS	1	60	60	
Design Documentation Report	LS	1	60	60	
Subtotal				836	
Quality Control	5%			42	
Supervision	5%			42	
Total				920	

Exhibit "C"

TASK LIST

Delano Street Drainage & Improvement Project

HMGP Grant Management & Design Serivces

ACTIVITY: TASK 4 - PLANS PRODUCTION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Plan Sheets	Total Hours	Remarks
Cover Sheet	Sheet	1	8	1	8	
Summary of Pay Items Sheets	Sheet	1	24	1	24	
Summary of Quantities Sheets	Sheet	3	6	3	18	
Drainage Map	Sheet	2	16	2	32	
Roadway Typical Section Sheets	Sheet	4	14	4	56	
Project Layout Sheets	Sheet	2	10	2	20	
General Notes Sheets	Sheet	1	12	1	12	
Plan & Profile Sheets	Sheet	20	12	20	240	10,200' @ 500'/sheet (40 scale)
Drainage Structure Sheets	XS	28	3	5	84	6 XS per sheet, 20H/10V scale
Special Details Sheets	EA	8	8	4	64	2 Details per sheet
Cross Section Sheets	XS	36	2	6	72	6 XS per sheet, 20H/10V scale, only where necessary
Pond Details Sheets	EA	8	12	8	96	
Pond Typical Section Sheets	EA	8	8	8	64	
SWPPP Sheet	Sheet	2	6	1	12	
Erosion Control Plan	Sheet	4	12	4	48	notes & typical details
Temporary Traffic Control Plan (MOT)	Sheet	7	8	7	56	plan view only; utilize Index 600 standard details
Utility Adjustment Plans	Sheet	20	4	0	80	utilize Plan & Profile
Signing & Pavement Marking Plans	Sheet	20	1	0	20	utilize Plan & Profile or plan notes
Prepare Specs & Bid Docs	LS	1	40		40	
Total Plan Sheets				77		
Manhour Subtotal					1046	
Quality Control	5%				52	
Supervision	5%				52	
Total					1150	

Exhibit "C"

TASK LIST

Delano Street Drainage & Improvement Project

HMGP Grant Management & Design Serivces

ACTIVITY: TASK 5 - PERMITTING

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Pre-application Meetings	EA	4	6	24	2 attendees, prep, & minutes
NWFWMD/FDEP Permit	LS	1	60	60	
USACE Permit	LS	1	8	8	coordinate letter of no-permit
FDOT Permit	LS	1	80	80	
Subtotal				172	
Quality Control	5%			9	
Supervision	5%			9	
Total				190	

Exhibit "C"

TASK LIST

Delano Street Drainage & Improvement Project

HMGP Grant Management & Design Serivces

ACTIVITY: TASK 6 - BID & CONSTRUCTION ASSISTANCE

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Advertisement RFI's	EA	2	8	16	
Attend pre-bid meeting	EA	1	2	2	
Attend bid opening	EA	1	2	2	
Prepare bid tabulation	EA	1	2	2	
Attend pre-construction conference	EA	1	2	2	
Attend onsite meetings	EA	12	2	24	
Addresss construction RFI's & revisions	EA	5	8	40	
Review shop drawings	EA	36	0.5	18	
Provide record drawings	LS	1	40	40	
Subtotal				146	
Quality Control	3%			4	
Supervision	3%			4	
Total				154	

ATTACHMENT A

ARCADIS-US
SUBCONSULTANT FEE

ARCADIS Design & Consultancy for natural and built assets

D. Allen Vinson, PE, CDT
HDR
25 W. Cedar Street, Suite 200
Pensacola FL 32502

Arcadis U.S., Inc.
1510 Airport Boulevard, Suite 3
Pensacola
Florida 02886
Tel 850-895-4707
Fax 850-476-3754
www.arcadis.com

Subject:
PD 16-17.023, Delano Street Drainage and Improvement Project, Scope and Fee Proposal for First Negotiation Meeting

Date:
April 7, 2017

Contact:
Frank McColm

Phone:
850-895-4707

Email:
Frank.mccolm@arcadis.com

Dear Mr. Vinson:

Per our discussion, March 26, 2017 and subsequent conversations regarding the response to the solicitation, please find below a scope and fee proposal to perform requested services for the Delano Street Drainage and Improvement Project. Arcadis' efforts assume a not-to-exceed amount of $202,208.00 and include the following components:

Period of Performance, Scope of Work, and Budget Modification Requests

Arcadis will provide Escambia County with a maximum of two period of performance, scope, and budget modification requests to the Florida Division of Emergency Management (FDEM). Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, benefit-costs analysis, and/or an updated schedule with significant milestones. Grant modifications will be invoiced upon completion and delivery of a full modification package at a cost of $13,500.00 each.

Quarterly Reporting

Arcadis will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the FDEM within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. Arcadis will complete up to twelve quarterly reports for this project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of $925.00 each.

Request for Reimbursements

Arcadis will develop and submit Request for Reimbursements (RFR) on a quarterly basis at a minimum. The RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Arcadis will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. Arcadis shall pre-audit all source documentation. This may include support on procurement activities for other services related to acquisition and expenditures. Arcadis will be responsible for coordinating with the FDEM on all requests for information resulting from the RFR. Arcadis will complete up to 12 RFRs at a cost of $2,750.00 each.

Site Visits and Project Monitoring

Arcadis will perform regular site visits to ensure compliance with grant conditions commensurate with grant scope of work completion. Arcadis will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Arcadis will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. Site visits and project monitoring will be invoiced on a per visit basis at a cost of $4,634.00 each.

Property Owner Coordination

Arcadis will support property owner communications and coordination as necessary. This includes supporting meetings with property owner and assisting with questions and other project implementation and coordination activities. This task also includes working with property owners to collect all necessary documentation for project compliance. Property Owner Coordination support will last for the duration of a contract resulting from this proposal. Property Owner Coordination will be invoiced on a per property basis at a cost of $6,550.00 each.

Project Closeout and Final Inspection

Arcadis will conduct project closeout related activities for each property throughout the duration of a contract resulting from this proposal. This includes drafting an official closeout letter, completing the final progress report and package, and coordination with State and Federal agencies. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the subgrant agreement with the FDEM. Project Closeout and Final Inspection will be at a cost of $17,700 and will be invoiced upon completion.

Maintenance of Records Assistance

Arcadis will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for financial and programmatic compliance. Arcadis will maintain all files relevant to audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Arcadis. Maintenance of records will be invoiced monthly at a cost $600.00.

Audit Support

Arcadis will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary during the life of a contract resulting from this proposal. Audit Support will only be invoiced in the event of an audit at a cost of $10,000.00.

Should you or the County have any additional questions, please do not hesitate to contact me using the information provided above. We appreciate the opportunity to be of service.

Sincerely,

Frank McColm, AICP, CFM
Senior Management Consultant
Arcadis U.S., Inc.

Attachments:
PD 16-17.023 Fee Proposal

ATTACHMENT B

SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SUBCONSULTANT FEE

Steven L. Anderson, Jr., PSM, PLS
Charles M. Arnett, PSM
Michael D. Brown, PSM
Michael L. Dougherty, PSM
James M. Dunn, II, PSM
Thomas F. Ferguson, PSM
Ronnie A. Figueroa, PSM, GISP
Tate B. Flowers, PLS
Robert W. Gardner, PSM
Brian R. Garvey, PE, GISP
Daniel J. Henry, PSM, PLS
Gary B. Krick, PSM
Brad J. Lashley, PSM, PLS
Myron F. Lucas, PSM
James E. Mazurak, PSM
Thomas K. Mead, PSM, PLS
Timothy O. Mosby, PSM
James L. Petersen, PSM

Exhibit "C"

Southeastern Surveying®
Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

William C. Rowe, PSM
Tony G. Syfrett, PSM, PLS
John S. Thomas, PSM
Edward W. Wackerman, PSM
Thomas P. Young, Jr., PSM, GISP
Kirk R. Hall, EI, GISP
Brad A. Stroppel, EI, GISP
Cheryl A. Isenberg, GISP
Brian E. Latchaw, GISP
Patrick J. Phillips, GISP
Donna L. Hendrix, CST IV
Frank B. Henry, CST IV
Mark W. Klaers, CST IV
Joseph S. Locklin, CST IV
David M. Rentfrow, CST IV
Steve D. Smith, CST IV
Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

March 30, 2017

VIA EMAIL: Allen.Vinson@hdrinc.com

Mr. Allen Vinson, P.E.
Project Engineer
HDR, Inc.
25 West Cedar Street, Suite 200
Pensacola, FL 32502

RE: Delano HMGP Boundary & Topographic Project
Sections 7 & 8, Township 2 South, Range 30 West, Escambia County, Florida

Dear Mr. Vinson,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

SCOPE OF WORK:
Provide a Boundary & Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Establish the Horizontal and Vertical control for the project. Horizontal will be in SPC (Florida North) Vertical will be in NAVD 88 Datum.
2. Set approximately 30 site bench marks for the project to consist of 8 Pond Sites and along 8400 L.F. of roadway Topographic Survey for pipe construction.
3. Locate all improvements as observed by Above ground features at each Pond Site and along each roadway for Pipe Construction. In addition provide Bathymetric survey of Herman Street pit existing Pond.
4. Locate Utilities as Marked by Sunshine one Call along Roadway portions.
5. Coordinate for Utilities to be marked within pond site locations with representatives of site knowledge.
6. Provide Utility Designation as needed for pond sites and roadways to be located during design survey.
7. Provide boundary location on parcels of acquisition with descriptions of taking.
8. Locate right of ways for roadway Topographic Surveys to support design and construction.

Exhibit "C"

9. Provide structure details of specific drainage structures to include size, type, invert for Flow lines, and Condition.

10. Provide SUE Test holes on conflict utilities to support ultimate design. Estimate at 24 total at SR roadway crossings. This will be collecting Horizontal and Vertical position.

11. It is understood that existing data will be provided by HDR and Escambia County to support the survey effort and will be incorporated after verification of completeness and Accuracy.

12. Scope is based on documents provided by HDR being Document FCDI 2012&HDR.

13. Project limits are 8 Pond Sites totaling 22.5 acres and listed as Delano Pond, Herman Pond, Herman Street Pit, Fairfield Ponds 1-3, CBDF Pond, and L Street Pond. Roadway Limits total 8400 L.F. and being Roadway Crossings of Leonard Street, Texar Blvd. Fairfield Ave, Palafox Blvd., and Pace Blvd. twice. In addition various Residential streets based on maps provided and listed in item 12.

14. Specific Task by ponds will be:
    a. CBDF Pond-Topographic Survey Only
    b. Fairfield Pond 3-Topographic Survey Only to Building Outline.
    c. Fairfield Ponds 1&2-Boundary, Descriptions, and Topographic Survey.
    d. Herman Pond-Topographic Survey only
    e. Delano Pond-Topographic Survey only

15. Task will require multiple deployments and has been incorporated here in the cost.

The final Deliverable will be in Micro station and AutoCAD.

Our fee for the above referenced work will be as follows:

Establish Control for the project:	**$ 3,800.00**
3 Boundary Surveys and descriptions:	**$14,480.00**
8 Pond Topographic Surveys:	**$25,900.00**
1 Bathymetric Survey:	**$ 2,400.00**
8400 L.F. of Roadway Topographic Survey and Right of Ways:	**$25,200.00**
Utility Designation support:	**$ 5,200.00**
SUE test hole at (24 total):	**$ 8,400.00**
Total:	**$85,380.00**

We anticipate completion of the above described work within eight **(8)** weeks after receipt of a written notice to proceed.

Payment is expected within thirty (30) days from date of invoice. We accept VISA and MasterCard for your payment convenience.

Southeastern Surveying

Exhibit "C"

We look forward to the opportunity to work with you on this project.

Sincerely,

Thomas K. Mead. P.S.M.
Vice President/Project Manager

If the above scope, period of service and method of compensation meets with your approval, please execute below and email/fax to SSMC as notice to proceed along with the notice of commencement.

If your firm prefers using your own standard PROFESSIONAL SERVICES AGREEMENT in lieu of this proposal letter, this document MUST BE furnished to SSMC, negotiated, and executed prior to the commencement of any service.

Send all Agreements to:

Orlando Corporate Office
6500 All American Boulevard
Orlando, FL 32810.
Fax: 407-292-0141
Email: info@southeasternsurveying.com

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

The person executing this document must indicate that he/she is a Principal and/or Corporate Officer.

If the signatory is not a Principal and/or Corporate Officer, a Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, MUST be provided that specifically states that signatory has the authority to bind the parties by entering into this agreement.

ACCEPTED BY:

_____ / _____ _____ _____

Principal / or Corporate Officer **TITLE** **Printed Name** **Date**

ATTACHMENT C

LARRY M. JACOBS & ASSOCIATES
SUBCONSULTANT FEE

April 19, 2017

Mr. Allen Vinson, PE
HDR
25 West Cedar Street, Suite #200
Pensacola, Florida 33502

SUBJECT: Revised Geotechnical Exploration and Phase 1 ESA Proposal
Delano Area Drainage Projects
Pensacola, Florida

Dear Mr. Vinson:

Larry M. Jacobs & Associates, Inc. (LMJ) sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical exploration for the subject project. The purpose of this geotechnical exploration is to determine the general subsurface conditions in the proposed eight pond areas and the proposed pipe alignments. This information would be used to provide recommendations for dewatering, earthwork, pipe bedding and backfilling for the pipe. In addition, stormwater pond design recommendations would be provided. Phase 1 Environmental Site Assessment (ESA) services are also desired on three of the eight pond properties. The following sections outline our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The proposed project is reported to consist of eight stormwater ponds and three sections of new stormwater drainage pipe in Pensacola, Florida. The first pond is an expansion of the large L Street pond. This large pond would be expanded to the west into an existing baseball field and parking lot. We have several borings already drilled in this pond and will reuse them, if applicable. The second CBDF pond is located on the existing jail site north of Leonard Street. We plan to drill on the north and south sides of the existing building. Ponds three to five are located just north of Fairfield and west of an existing animal shelter and former metal processing facility along E Street. These ponds are designated Fairfield pond 1, 2 & 3, and aerial photographs indicate that Fairfield pond site 1 is grassed fields with scattered trees. Fairfield pond site 2 is a vacant lot with an asphalt parking lot, and the Fairfield pond site 3 is thickly wooded.

Pond six is located north of Herman Street and the property has an existing deep pit along with several one story buildings on the west side of the lot. One of the buildings appears to be an auto collision repair outfit. The perimeter of the pit is heavily wooded, and we understand the pit is typically filled with water. The pit would need to be pumped down by others for us to drill in the bottom and/or we could drill on the pit perimeter after clearing. The seventh pond site is located at the northwest corner of the intersection of Herman Street and Pace Blvd., and the lot appears to be occupied by an asphalt parking lot, open fields, scattered trees and two small single-family residences. Pond site number eight is located on the north side of Delano Street, two lots east of the intersection of Delano and S Street. The site appears to be partially wooded with a single-family residence. Reportedly, all the ponds will be excavated as deep as practical to provide storage volume for flood waters.

LMJ understands that stormwater pipe is planned for the right of way of North Q Street between Delano and Clay Street. Stormwater pipe will also be extended from the Fairfield pond 1 site to the intersection of Hayes and E Street, along with a short section of stormwater pipe from north end of the Fairfield pond 3 site to Palafox Street. Reportedly these pipes will have inverts less than 10 feet below

existing grades. LMJ also understands that Phase I Environmental Site Assessments are needed on the Fairfield pond 1, Fairfield pond 2 and the Herman Street Pit pond sites. These properties are not currently owed by the client.

PROPOSED SCOPE OF SERVICES

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We plan to drill soil borings on an approximate 250 foot grid inside the pond footprints. We propose to perform the following:

- Locate the borings at the site.
- Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- Obtain Escambia County and FDOT permits as needed to drill borings in their right of way.
- Obtain NWFWMD permits needed to install piezometers at each pond site. Piezometers are important to obtain accurate water level data for pond design.
- Mobilize a truck mounted drill rig and drill team to the sites, and a tripod mounted drilling rig to the Herman Street Pit site.
- Drill up to 5 Standard Penetration Test (SPT) borings to a depth of 40 feet on the L street pond expansion site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the CBDF pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 7 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 1 site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 2 site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 3 site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street Pit site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet. Three of these borings would be drilled with our truck mounted drilling rig and four to six borings with our tripod mounted drilling rig to access the wooded areas and/or pond bottom. We have included a budget for difficult moving, clearing and hand carrying equipment if needed, as well as moving boring locations if debris is encountered.
- Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Delano Street pond site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.

- Drill up to 12 Standard Penetration Test (SPT) borings to a depth of 15 feet in the road right of way in the three stormwater drainage pipe sections. Six borings would be drilled in the ROW of North Q Street, two borings in the Fairfield pond 3 to Palafox route, and four in the remaining section. As requested, provide MOT to drill one of these borings noted above in the road at four locations. We plan to close one lane for about 4-5 hours at each location. The roadway asphalt would be cored, the soil boring drilled, and the borehole patched with cold patch or concrete.
- After installation of the piezometers, a technician would return in a few days and take water level readings. We will need the top of PVC casing elevation at each piezometer to perform our work, and we understand the surveying will be provided by others. Surveying work is not included in this proposal.
- Obtain up to 4 Shelby tube samples from each of the eight pond sites for laboratory permeability testing.
- Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for basic laboratory testing, such as wash #200 sieve tests and water content tests to evaluate and document basic soil properties. Falling head permeability tests and associated unit weight testing would be performed on the Shelby tube samples.
- Analyze the test data to develop geotechnical engineering recommendations for the project.

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a single geotechnical report that will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling, as well as groundwater readings in the piezometers.
- A discussion of laboratory test results.
- Recommendations for dewatering, bedding the pipes, compaction requirements for backfill, comments on reuse of native soils, fill recommendations and repair of pavements as needed.
- Provide existing pavement thickness at the four core locations.
- Stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels. Chimney design recommendations will be provided, if applicable.

LMJ proposes to provide a Phase 1 Environmental Site Assessment (ESA) for each of three noted pond properties. We have assumed the pond properties are one parcel with one owner. A Phase I ESA consists of site observations, a documentary audit, interviews and a report of finding for each property. The work will be performed in general accordance with ASTM E1527-13, and includes an environmental lien search on one parcel per pond site, if needed. If a Phase II ESA is required on any of the properties, LMJ plans to partner with Cameron Cole (a local environmental engineering firm) to complete the work, and Phase II ESA services are not included in this proposal.

ESTIMATED COSTS & SCHEDULE

An itemized breakdown of our estimated costs is attached as **Figure #1.** We propose to provide the scope of services in this proposal for an estimated cost of **$73,285.00 to $85,820.00**. This proposal assumes that the boring locations are accessible with our truck mounted drill rig, we have right of entry to the boring locations, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding. We plan to invoice monthly, as the work is completed. The time needed to complete the Phase I ESAs and geotechnical exploration for the ponds is estimated to be roughly 4 months. Phase II ESA schedule and cost depends upon the results of the Phase I ESA at each location, and may vary widely.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached ***Agreement for Professional Services*** **(Figure #2)** to our office. If the authorization for this work is faxed or emailed to initiate the work, the original signed authorization is needed for our records, which can be forwarded by return mail.

LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or require any further information, please call us at your convenience.

Sincerely,

LARRY M. JACOBS AND ASSOCIATES, INC.

Terry Niemann
Project Manager

Attachments

Exhibit "C"

Figure #1

Cost Breakdown

Client: HDR

Project: Delano Area Drainage Project

Drilling/Field Services		Unit Fee	Est. Qty.	Est. Cost Range	
Mobilization	0-25 Mi	$375 Ea	1 - 2	375.00	750.00
	26-75 Mi	$450 Ea			
	76-125 Mi	$500 Ea			
Standard Penetration Test Borings	0-40 Ft	$13 Ft	1540 - 1860	20,020.00	24,180.00
34-42 @ 40 ft	41-80 Ft	$15 Ft			
12 @ 15 ft	81-120 Ft	$18 Ft			
Tripod Borings	0-30 Ft	$19 Ft	120 - 180	2,280.00	3,420.00
4-6 @ 40 ft	31-60 Ft	$21 Ft	40 - 60	840.00	1,260.00
One Inch Dia. Piezometers		$410 EA	13	5,330.00	5,330.00
FDOT MOT		$400 EA	4	1,600.00	1,600.00
Core Asphalt in Roadways & Patch		$75 EA	4	300.00	300.00
Escambia County (1) & FDOT permits (4)		$150 EA	5	750.00	750.00
NWFWMD Permits		$130 EA	13	1,690.00	1,690.00
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		$140 Hr	15 - 20	2,100.00	2,800.00
Obtain Undisturbed/Shelby Tube Sample		$85 Ea	22 - 32	1,870.00	2,720.00
Engineering Technician (Locate Borings & Clear Utilities)		$50 Hr	32	1,600.00	1,600.00
Engineering Technician Mileage		$0.5 Mi			
			Drilling/Field Total	$38,755.00	$46,400.00

Laboratory Testing Services				
Water Content	$15 Ea			
Sieve Analysis	$75 Ea			
Wash #200 Sieve	$35 Ea			
Atterberg Limits (Inc. Moisture Content)	$100 Ea			
Permeability & Sieve (Inc. Unit Weight & Moisture)	$150 Ea	22 - 32	3,300.00	4,800.00
Organic Content	$50 Ea			
Basic Properties Testing Allowance	Lump Sum		4,000.00	4,500.00
		Laboratory Testing Total	$7,300.00	$9,300.00

Engineering Services				
Senior Principal Geotechnical Engineer	$150 Hr	11 - 15	1,650.00	2,250.00
Principal Geotechnical Engineer	$135 Hr	10	1,350.00	1,350.00
Senior Geotechncial Engineer	$120 Hr			
Phase I ESA, per property	$3,900 Ea	3	11,700.00	11,700.00
Project Engineer	$110 Hr			
Project Manager	$100 Hr	105 - 125	10,500.00	12,500.00
CAD Technician	$58 Hr	35 - 40	2,030.00	2,320.00
		Engineering Total	$27,230.00	$30,120.00

Total Estimated Cost Range	$73,285.00	$85,820.00

4/19/2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12095 **County Administrator's Report 11. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Change Order to Baskerville Donovan, Inc., Contract PD 10-11.005 "Pensacola Beach Master Plan"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Baskerville Donovan, Inc., for Engineering and Surveying Services for the Pensacola Beach Master Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, for Engineering and Surveying Services for the Pensacola Beach Master Plan - Access Roadway Alignment Modification:

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	$74,380.04
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan - Access Roadway Alignment Modification
Contract:	PD 10-11.005, Engineering and Surveying Services for the Pensacola Beach Master Plan
PO No.:	121158
CO No.:	12
Original Award Amount:	$149,746.26
Cumulative Amount of Change Orders through this CO:	$1,278,962.63
New Contract Total:	$1,428,708.89

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #15EN3214 "Pensacola Beach Access Funding"]

BACKGROUND:

On February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., (BDI) on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan."

This Change Order, #12, in the amount of $74,380.04, will provide engineering and surveying services for the re-design of the Pensacola Beach Access Roadway. The access road work area is defined from the existing service road ingress/egress at Pensacola Beach Boulevard to the existing public restroom at Quietwater Beach. The access roadway re-design shall adjust the alignment of the access roadway from the boat ramp adjacent to Morgan Park to the existing access road ingress. This realignment will eliminate the need for a shift in Pensacola Beach Boulevard's existing alignment requiring elimination of some median space. This modification will reduce construction costs. Also, this project will coincide with the National Resource Damage Assessment (NRDA)-funded Bob Sikes Bridge Fishing Pier, Trail Restoration, and Access Improvements Project. It is planned for both projects to be let together as one package, and one contractor will be awarded the project. This will also serve as a cost savings measure for construction.

Change Order #1 was for additional meetings, coordination, and presentation as requested by Escambia County. This request included one-on-one meetings with the Santa Rosa Island Authority (SRIA) Board members, SRIA Steering Committee members, and Escambia County, to discuss the findings and details of the engineering evaluations.

Change Order #2 was broken into two parts. The first part of that Change Order was for final programming and design development services under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services, to develop two mobility alternatives for the Pensacola Beach Core Area. This effort transitioned the Pensacola Beach Master Plan from the planning phase to the design/implementation phase. The second part of Change Order #2 was for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Beach Master Plan Scope of Services. The public presentation outlined the engineering issues and order of magnitude for the two final outline alternatives.

Change Order #3 was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

Change Order #4 incorporated the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan.

Change Order #5 was for design of the Pensacola Beach Boulevard Service Road and development of a Program Report. The service road work area is defined from the

existing fishing bridge on the east side of Bob Sikes Bridge to the existing public restroom at Quietwater Beach. The service road design shall improve traffic access from the fishing bridge to the public parking areas that support Quietwater Beach. The Program Report will define the anticipated engineering costs, construction costs, time to complete, and priority for the Pensacola Beach Master Plan projects.

Change Order #6 provided engineering and surveying services to Escambia County for design of two projects stemming from the Pensacola Beach Master Plan. The first project, titled “East Entry Gateway,” included safety upgrades to the roadway and pedestrian crossings 800’ east and west of Portofino Island Resort on Via De Luna Drive. The second project, titled “ADA Improvements to Pedestrian Crosswalks,” included ADA improvements to the five existing crosswalks on Pensacola Beach. One crosswalk (commonly called the Shaggy’s crosswalk) is located on Pensacola Beach Boulevard, and the other four crosswalks are located on Via de Luna Drive, just east of the signalized intersection.

Change Order #7 reduced the Purchase Order by $25,761.34 due to an error in Change Order #3, which was entered as $149,746.26 and should have been $123,984.92.

Change Order #8 was an Administrative Change Order for "Time Only" due to a delay in the execution of the SRIA/Board of County Commissioners Interlocal Agreement for the Portofino Island Improvement Funds (PIIF) funds for the construction phase and the need to secure Baskerville Donovan, Inc. for CEI services (inclusion on concrete paver installation). The time extension allowed for the completion of the design phase (currently at 90%) and subsequent contractor procurement and construction services phase.

Change Order #9, in the amount of $99,632.22, was for Construction, Engineering, and Inspection (CEI) Services for the County Road (CR) 399 Portofino Traffic Calming Project. Construction was completed on November 8, 2016. The CEI funds are covered within the $1.4M of PIIF that were transferred to the County in Fall 2015.

Change Order #10, deducted ($120,841.92) from the contract, which canceled Atkins North American, Inc. portion of this contract through BDI.

Change Order #11, was also a two-part contract. The first part was for "Time Only" - CR 399 at Portofino CEI Services. This Change Order was for time only on the CEI of Portofino Traffic Calming portion of the contract. The time extension was needed due to the numerous delays in receiving approved brick, modifications to the plans, additions to the construction scope of work and the numerous requested shut downs by the SRIA and Portofino management for special events. The original man hours remained the same as the original contract. County inspectors have taken over half of the inspection efforts so as to extend the man hours through completion of the project. The second part of Change Order #11, due to the Board's direction to convert the newly implemented SunPass System at the Bob Sikes Bridge Toll Plaza from its mixed-mode format to All Electronic Tolling, required Public Works staff to task BDI with developing a set of Signage and Pavement Markings construction plans to comply with the FDOT Florida's Turnpike Enterprise guidelines. The second part of this Change Order request was for

time and money. The time was established for 5 months from Notice to Proceed (NTP), and negotiated fee was $28,212.89.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #15EN3214 "Pensacola Beach Access Funding."

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Escambia County, Santa Rosa Island Authority, Baskerville Donovan, Inc., and local stakeholders will coordinate efforts.

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

Change Order Recap BDI
Change Order Backup
Board Action

Pensacola Beach Master Plan
Contract PD 10-11.005
Change Order Recap

Original PO	$ 149,746.26	Original task order/purchase order for engineering and surveying services for the Pensacola Beach Master Plan. BCC Approval 2/17/2011
PO111018-1 (Change Order 1)	$ 48,340.67	Additive Change Order required for additional meetings, coordination and presentations as a result of the Master Plan evaluation. This request included one on one meetings with SRIA Board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations.
PO111018-2 (Change Order 2)	$ 85,996.67	Additive change order approved by Board on January 5, 2012. This change order is broken down into two parts: Part one of the change order, at a cost of $46,932.25, is for final programming and design development services, under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two (2) mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan fromthe planning phase to the design/implementation phase. Part two of this change, at a cost of $39,064.42, is for a public presentation of the final outline alternative development for the Pensacola Beach Core Area Under Task 2 of the Pensacola Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives.
PO111018-3 (Change Order 3)	$ 41,791.60	Additive Change Order to BDI for additional public involvement per the County Administrator's direction. Task will include everything necessary to prepare for and conduct two public meetings, one on March 7th and one on March 8th. The time of completion shall increase by ninety (90) calendar days, the new completion date is July 11, 2012. CIP: Pensacola Beach Master Plan
PO121158-1 (Change Order 4) Purchase Order closed in error	$ 645,854.48	This Change Order to incorporate the Toll System Upgrade Support Services into the contract for the Pensacola Beach Master Plan. BCC Approval 05/17/2012
PO121158-2 (Change Order 5)	$ 251,611.03	Design of Pensacola Boulevard Service Road and development of a Program Report. BCC Approval 09/17/2012
PO121158-3 (Change Order 6)	$149,746.26	This Change Order is to provide engineering and surveying services to Escambia County for design of two projects stemming from the Pensacola Beach Master Plan. The first project, titled “East Entry Gateway,” includes safety upgrades to the roadway and pedestrian crossings 800’ east and west of Portofino. The negotiated fee for this project scope is $92,204.99. The second project, titled “ADA Improvements to Pedestrian Crosswalks,” includes ADA improvements to the 5 existing crosswalks on Pensacola Beach. One crosswalk (commonly called the Shaggy’s crosswalk) is located on Pensacola Beach Boulevard, and the other four crosswalks are located on Via De Luna Drive, just east of the signalized intersection. The negotiated fee for this project scope is $31,779.93. BCC Approval 04/23/2015
PO121158-4 (Change Order 7)	$ (25,761.34)	Reduction of PO by $25,761.34 due to error in Change Order #3. Entered as $149,746.26 and should have been $123,984.92, difference of $25,761.34.
PO121158-5 (Change Order 8)	$ -	Administrative Change Order for "TIME ONLY", due to a delay in the SRIA Board of County Commissioner's Interlocal Agreement execution for the PIIF funds for the construction phase, and the need to secure BDI for CEI Services (inclusion on concrete paver installation). County Staff is requesting an additional 11 months (330) days. The extension will allow for the completion of the design phase (currently at 90%), and the subsequent contractor procurement and construction services phases.
PO121158-6 (Change Order 9)	$ 99,632.22	Construction, Inspection and Engineering Services for CR399 Traffic Calming at Portifino. Construction complete 11/8/2016.
PO121158-7 (Change Order 10)	$ (120,841.92)	Cancel Atkins portion of this contract through BDI
PO121158-8 ('Change Order 11a)	$ -	Time Only - CR399 at Portofino CEI Services This Change order is for time only on the CEI of Portofino Traffic Calming portion of the contract. The time extension is needed due to the numerous delays in receiving approved brick, modifications to the plans, additions to the construction scope of work and the numerous requested shut downs by the SRIA and Portofino management for special events. The original man hours will remain the same as the original contract. County inspectors have taken over half of the inspection efforts as to extend the manhours through completion of the project. The original end date for CEI services was 9/3/2016 but need to be extended to 11/3/2016.
PO121158-8 ('Change Order 11b)	$ 28,212.92	Due to the Board direction to convert the newly implemented SunPass System at the Bob Sikes Bridge Toll Plaza from its mixed-mode format to All Electronic Tolling, Public Works Staff is needing to task BDI with developing a set of Signage and Pavement Markings construction plans to comply with the FDOT Florida's Turnpike Enterprise guidelines. The change order request is for time and money. The time will be established for 5 months from NTP, and negotiated fee of $28,212.89.
PO121158-9 (Change Order 12)	$ 74,380.04	This change order will provide engineering and surveying services for the redesign of the Pensacola Beach Access Roadway. The access road work area is defined from the existing service road ingress/egress at Pensacola Beach Boulevard to the existing public restroom at Quietwater Beach. The access roadway redesign shall adjust the alignment of the access roadway from the boat ramp adjacent to Morgan Park to the existing access road ingress. This realignment will eliminate the need for a shift in Pensacola Beach Boulevard's existing alignment requiring elimination of some median space.
Total Change Orders	$ 1,278,962.63	
New Purchase Order Total	$ 1,428,708.89	

ESCAMBIA COUNTY

PD 10-11.005
ACCESS ROADWAY ALIGNMENT MODIFICATION
Pensacola Beach Master Plan

SCOPE OF ENGINEERING SERVICES
February 2017

GOALS AND OBJECTIVES:

The intent of this project is to provide engineering and surveying services to Escambia County for the redesign of the Pensacola Beach Access Roadway. The Access Road work area is defined from the existing service road ingress/egress at Pensacola Beach Boulevard to the existing public restroom at Quietwater Beach. The Access Roadway redesign shall adjust the alignment of the Access Roadway from the boat ramp adjacent to Morgan Park to the existing Access Road ingress. This realignment will eliminate the need for a shift in Pensacola Beach Boulevard's existing alignment requiring elimination of some median space.

WORK SCOPE ELEMENTS:

TASK 1: Data Collection, Survey and Utilities

This task will include review of available maps and data, including existing utilities, right of way limits and adjacent parcel boundaries. An additional topographic survey will be performed for approximately 800 LF of newly proposed alignment. The survey will locate the right-of-way lines, lease boundary lines, existing improvements, and underground utilities identified by Sunshine One Call locate service. Three (3) legal descriptions will be prepared and provided for parcel adjustments required for new Right-of-Way acquisition. Horizontal control will be referenced to State Plane Coordinates (NAD 83) and vertical control will be referenced to NAVD 88 datum. A base map of existing conditions will be prepared for use in concept design development.

TASK 2: Plan Preparation and Permitting

This task consists of several subtasks including preparation of plans, utility coordination, permitting activities and coordination with Escambia County Staff.

1. Construction plans shall be developed from the realignment concepts discussed with Escambia County (aerial image attached). The construction plans shall be presented to Escambia County for review in 60%, and 100% submittal packages.

2. The utility providers shall be notified of the proposed design and construction. Utility maps will be obtained and compared with field located improvements. Design of improvements will be coordinated with the utility providers. Plans-in-hand walk through meetings will be coordinated with the utility providers at Escambia County's Monthly meetings prior to final plan development. Meetings will be held on site as necessary to coordinate utility relocates.

3. Necessary submittals and certifications required for the 10-2 General Permit will be submitted as necessary.

TASK 3: Bidding Services

This task consists of preparing bid documents, construction cost estimates, forms, and specifications needed to assist Escambia County in the bid process. A pre-bid meeting will be attended with Escambia County and potential contractors to define the project and answer questions related to the construction plans. Addenda will be prepared as necessary to respond to requests for additional information or clarify issues. The contractor bids will be compiled, proofed for accuracy and tabulated for selection by Escambia County.

DELIVERABLES AND SCHEDULE

- 60% Plans Submittal – 90 Days from NTP
- 100% Plans Submittal - 30 Days After Receipt of 60% Review Comments
- Bid Documents – 14 Days after Receipt of 100% Review Comments

One (1) paper copy and one digital copy (PDF format) of each submittal shall be provided to Escambia County for review and approval. The 60% and 100% drawing sets shall be presented on half size (11"x17") sheets. Following approval by Escambia County, four (4) full size sets of final construction plans and one (1) digital copy in AutoCAD format will be provided. Engineer's Construction Cost Estimates will be prepared for each submittal.

FEE STRUCTURE

This work shall be performed on a Lump Sum Fee basis. (Attached)

Excluded Items
Coordination with lease holders for ROW acquisition
Rezoning of Morgan Park's Conservation Easement

PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Stage II Services

28-Feb-17

CIVIL MANHOUR AND FEE ESTIMATE

	TASK	SENIOR ENGINEER $148.41	PROJECT MANAGER $150.10	PROJECT ENGINEER $99.30	CADD/ DESIGNER $68.99	CEI INSPECTOR $81.45	CLERICAL $51.16	TOTAL MANHOURS	FEE
	Data Collection and Utilities								
1	Data research, collection, sorting and compiling			8	32				$ 3,002.08
2	Utility Coordination		8	40	8				$ 5,724.72
3	topographic survey coordination			4					$ 397.20
4	Correspondence and Meetings			24			0		$ 2,383.20
	Subtotals	0	8	76	40	0	0	124	**$ 11,507.20**
	Plan Preparation								
1	Initiate design program	8	16	8	24		8	64	$ 6,448.32
2	Incorporate review comments		16	32	32			80	$ 7,786.88
3	Determine and Coordinate potential utility conflicts		8	40			16	64	$ 5,991.36
4	Prepare plans for 60%, and 100% submittals	8		40	40		24	112	$ 9,146.72
5	Prepare construction cost estimates		8	20			4	32	$ 3,391.44
6	Correspondence and Meetings		8	24			8	40	$ 3,993.28
7	Correspondence with Morgan Park Landscaping			16	16			32	$ 2,692.64
								0	$ -
	Subtotals	16	56	180	112	0	60	424	**$ 39,450.64**
	Bidding and Contracting								
1.	Attend pre-bid conference		2	2			1	5	$ 549.96
2.	Prepare addenda as necessary		4	14	8		2	28	$ 2,644.84
3.	Compile / evaluate bids and recommend award		2	6			2	10	$ 998.32
								0	$ -
	Subtotals	0	8	22	8	0	5	43	**$ 4,193.12**
	Construction Administration and Inspection services								
1.	Contract administration services		8	16			6	30	$ 3,096.56
2.	Periodic construction inspection		8	40			2	50	$ 5,275.12
3.	Prepare record drawings from Contractor as-builts		8	20	16		2	46	$ 4,392.96
4.	Project certification		4	8			2	14	$ 1,497.12
	Subtotals	0	28	84	16	0	12	140	**$ 14,261.76**

PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Stage II Services

28-Feb-17

CIVIL MANHOUR AND FEE ESTIMATE

		SURVEY MANAGER $121.05	SURVEYOR PLS/PSM $79.75	SURVEY PARTY $99.55	SURVEY DESIGNER TECH $52.73	CEI INSPECTOR $50.01	CLERICAL $33.24	TOTAL MANHOURS	FEE
	Surveying								
1.	Additional Topographic Survey along road - 800 LF	3		12				15	$ 1,557.75
2.	Preparation of 3 descriptions	4			20			24	$ 1,538.80
3.	Mapping	5			24			29	$ 1,870.77
	Survey Subtotals								**$ 4,967.32**

Engineering Totals	**$ 69,412.72**
Survey Totals	**$ 4,967.32**
Project Totals	**$ 74,380.04**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

5. Authorizing Escambia County, Florida, to piggyback off the Hamilton County, Ohio, Contract #ITB 043-09/JW, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, and awarding a Purchase Order to Parker Marine Enterprises, Inc., in the amount of $86,379, for the purchase of a Parker 2520XLD sport cabin boat (Funding: Fund 352, Local Option Sales Tax *[LOST]* III, Cost Center 220102, Project 10NE0848).

6. Taking the following action concerning Pensacola Beach Master Plan, PD 10-11.005 (Funding: Fund 352, Local Option Sales Tax *[LOST]* III, Cost Center 210107, Object Code 56301, Project Number 11EN0934):

   A. Approving the following Selection/Negotiation Committee Ranking:

      (1) Baskerville-Donovan, Inc.
      (2) Hatch Mott MacDonald, Inc.
      (3) Hernandez & Swift Associates, Inc.

   B. Awarding a Task Order for PD 10-11.005, Pensacola Beach Master Plan, per the terms and conditions of PD 02-03.079, Professional Services, as Governed by Florida Statute 287.055, to Baskerville-Donovan, Inc., for a lump sum amount of $149,746.26.

7. See Page 18.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12098 **County Administrator's Report 11. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Traffic Signal Design for CR 95A at Old Chemstrand Road and CR 297A at Kingsfield Road - Contract Amendment
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Amendment between Escambia County, Florida, and John Davenport Engineering, Inc., for Design Services for Traffic Signal Design for County Road 95A at Old Chemstrand Road and County Road 297A at Kingsfield Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services between Escambia County, Florida, and John Davenport Engineering, Inc., in the amount of $87,780, per the terms and conditions of PD 15-16.091, Design Services for Traffic Signal Design for County Road (CR) 95A at Old Chemstrand Road and County Road (CR) 297A at Kingsfield Road.

[Funding: The additional work will cost $87,780 and will be funded from "LOST III," Fund 352, Cost Center 210107, Object Code 56301, Project 16EN3495]

BACKGROUND:

Meeting in regular session on November 3, 2016, Escambia County entered into an Agreement for Professional Consulting Services with the Consultant for tasks outlined in Escambia County's Request for Letters of Interest (PD 15-16.091) to provide transportation engineering services for roadway improvements at the intersection of CR 95A and Old Chemstrand Road and at the intersection of CR 297A and Kingsfield Road. The Scope of Services for the Project originally provided for comprehensive traffic signal and roadway design, but during the course of negotiations, the scope was limited to traffic signal design.

Public Works staff, with support from Escambia County School District staff, have agreed to include additional roadway design services for the intersection of CR 297A and Kingsfield Road, previously outlined in the original Scope of Work for the Project. The additional design will provide for turn lane modifications/additions, sidewalk connections, and other pedestrian features. The School District plans to open the new Kingsfield

Elementary School along Kingsfield Road in Fall 2018, so the additional design is required to accommodate the anticipated increase in vehicular and pedestrian traffic.

BUDGETARY IMPACT:

Funding: The additional work will cost $87,780.00 and will be funded from "LOST III", Fund 352, Cost Center 210107, Object Code 56301, Project 16EN3495

LEGAL CONSIDERATIONS/SIGN-OFF:

The contract amendment was reviewed and approved 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.

IMPLEMENTATION/COORDINATION:

Upon approval and proper filing of this contract amendment, Escambia County Public Works staff will provide a copy of the executed contract to John Davenport Engineering, Inc. Once the Purchase Order is created, Public Works staff will issue a Notice to Proceed to John Davenport Engineering, Inc.

Attachments

Amendment with Backup
PO and Agreement
Board Action 11/3/2016

AMENDMENT OF AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES (PD 15-16.091)

THIS AMENDMENT is made and entered into this day ___ of _____, 2017, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and John Davenport Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose principal address is 305 West Forth Street, Suite 2A, Winston-Salem, North Carolina 27101, and whose federal tax identification number is 81-0612123 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on November 3, 2016, the County previously entered into an Agreement for Professional Consulting Services with Consultant for tasks outlined in Escambia County's Request for Letters of Interest (PD 15-16.091) to provide transportation engineering services for roadway improvements at the intersection of CR 95A and Old Chemstrand Road and the intersection of CR 297A and Kingsfield Road; and

WHEREAS, the Scope of Services for the Project originally provided for comprehensive traffic signal and roadway design, but during the course of negotiations, the scope was limited to traffic signal design; and

WHEREAS, the Parties have agreed to include roadway design services for the intersection of CR 297A and Kingsfield Road, which were previously outlined in the original Scope of Work for the Project; and

WHEREAS, pursuant to paragraph 6.1 of the Agreement, additional services or other changes in the scope of work must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to the initiation of any additional work; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. **Exhibit "A"** to the Agreement is hereby amended to reflect that the Scope of Work shall include those services enumerated in **Exhibit A-1**, attached hereto and incorporated herein.

3. **Exhibit "B"** to the Agreement is hereby amended to reflect that the schedule for completion of services shall include those services enumerated in **Exhibit B-1**, attached hereto and incorporated herein.

4. Paragraph 5.1 of the Agreement relating to "Compensation" is hereby amended to reflect that the Consultant shall be compensated for those services provided in **Exhibit A-1**, attached hereto and incorporated herein, in a total amount not to exceed eighty-seven thousand seven

hundred and eighty dollars ($87,780.00) to be paid as follows: a lump sum amount of $66,510.00 for Tasks 3A-3C and 3E-3G and an additional sum not to exceed $21,270.00 for Tasks 3D and 3H as identified in Exhibit A-1.

5. **Exhibit "C"** to the Agreement is hereby amended to reflect that the fee schedule shall include those fees enumerated in **Exhibit C-1**, attached hereto and incorporated herein.

6. The Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

7. The effective date of this Amendment shall be on the date last executed by the Parties.

8. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

_____
Witness

By:_____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT: JOHN DAVENPORT ENGINEERING, INC.

_____
Corporate Secretary

By:_____
John Davenport, Jr., P.E., President

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title:

Date: 4/13/17

DAVENPORT

March 13, 2017

Eddie H. Wehmeier
Purchasing Specialist
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, FL 32502
Phone: 850-595-4953
Fax: 850-595-4805
ehwehmeier@co.escambia.fl.us

RE: Addendum for Design Services for Roadway Design of CR 297A at Kingsfield Road Intersection, Escambia County, FL
PD 15-16.091
(DAVENPORT Project Number 167102)

Dear Mr. Wehmeier:

I am pleased to submit this addendum to our original proposal to provide transportation engineering services for the roadway improvements required for the CR 297A at Kingsfield Road intersection, in Escambia County, FL. Our project understanding, scope of services, schedule, and fee are below.

DAVENPORT will lead the design team and provide services for project management, roadway design, utility coordination, bidding estimates and post design services. Mott MacDonald will provide the additional surveying services. Terracon will provide the additional geotechnical services.

Our project understanding, scope of services and fees are below.

Project Understanding

DAVENPORT will provide services for the roadway design of the intersection of CR 297A at Kingsfield Road. The intersection improvements will involve utility coordination, pedestrian accommodations, bidding estimates and post design and construction support.

Task 3. CR 297A at Kingsfield Road

Task 3A. Roadway Design – CR 297A at Kingsfield Road

DAVENPORT will prepare roadway design plans for the intersection of CR 297A at Kingsfield Road. The designs shall be to Florida Department of Transportation, Escambia County, ADA, Guidelines for Accessible Public Rights of Way, and MUTCD standards, as appropriate. Our services will include:

- Project management, coordination with County staff, team
- DAVENPORT will provide a project timeline at the beginning of the project, with updates at each phase submittal, as appropriate
- Pedestrian amenities on each side of the road
- Design for the following improvements:

EXHIBIT
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A-1

- Add NB left turn lane with 200' storage with appropriate deceleration and tapers and transition back to the existing 2-lane section
- Add SB, WB and EB left turn lanes with 125' storage with appropriate deceleration and tapers and transition back to the existing 2-lane section
- Add NB, SB, WB and EB right turn lanes with 125' storage with appropriate deceleration and tapers and transition back to the existing 2-lane section

- Permitting, as appropriate
- Submittals for 60% and final plans
- Cost estimates – preliminary at 60% and Final Pricing Agreement at 100%
- Roadway Designs Plans to include: Cover, General Notes, Typical Sections, Roadway Plans, Pavement Markings, Signing, Storm Drainage, and Cross Sections.

Deliverables: One hard copy & one electronic copy at each phase submittal.

Task 3B. Utility Coordination – CR 297A at Kingsfield Road

DAVENPORT will provide utility coordination and one (1) plans-in-hand walk through with Utility companies after incorporating County's comments on the 60% design plans.

Task 3C. Bidding Estimates – CR 297A at Kingsfield Road

DAVENPORT will provide support for the bidding process. Services include:

- Prepare all bid documents, as appropriate
- Attend up to one (1) pre-bid meeting with Engineering and Purchasing Departments
- Respond to Request for Information
- Tabulate bids or pricing agreement totals

Task 3D. Post Design Services – CR 297A at Kingsfield Road

DAVENPORT will provide services during preconstruction and construction, including:

- Attend up to one (1) Preconstruction Conference
- Attend biweekly meetings, as needed
- Prepare as-built certification based upon contractor mark-ups and post construction meetings and inspections
- Address issues during construction, as appropriate

Task 3E. Additional Surveying (Mott MacDonald) – CR 297A at Kingsfield Road

Additional surveying will be provided by Mott MacDonald as a subconsultant to DAVENPORT. Please see the attached Exhibit A for detail of their scope and fee.

Task 3F. Right-of-Way Sketches and Descriptions (Mott MacDonald) – CR 297A at Kingsfield Road

Right-of-way sketches and descriptions will be provided by Mott MacDonald as a subconsultant to DAVENPORT. Please see the attached Exhibit B for detail of their scope and fee.

Task 3G. Geotechnical Engineering Services (Terracon) – CR 297A at Kingsfield Road

Geotechnical engineering services will be provided by Terracon as a subconsultant to DAVENPORT. Please see the attached Exhibit C for detail of their scope and fee.

Task 3H. Additional Meetings – CR 297A at Kingsfield Road

DAVENPORT will attend additional meetings, as requested by the client, and up to the amount indicated in the Summary of Fees table.

Schedule – CR 297A at Kingsfield Road

DAVENPORT will provide our service as expeditiously as practicable to meet a mutually agreed upon schedule. It is anticipated that 100% construction plans will be submitted within 120 calendar days from the date of the issuance of the Notice to Proceed. An additional 365 calendar days will begin with the Construction Notice to Proceed for completion of post design services.

Services Not Included

- Concept designs or cost estimates
- Traffic control plans
- Erosion control plans
- Custom technical specifications (i.e. project manual)
- Right-of-way and easement negotiations/acquisitions with property owners and associated coordination
- Development and/or design of value engineering options
- Temporary signal design plans, if required, due to proposed construction phasing

Summary of Fees

DAVENPORT will provide transportation engineering services in accordance with the following fee schedule.

SERVICE	HOURS	FEE	TYPE
Task 3. CR 297A at Kingsfield Road			
Task 3A. Roadway Design – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.234	232	$33,670	Lump Sum
Task 3B. Utility Coordination – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.272	36	$5,940	Lump Sum
Task 3C. Bidding Estimates – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.235	26	$3,690	Lump Sum
Task 3D. Post Design Services – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.262	122	$18,030	NTE
Task 3E. Additional Surveying – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.301	-	$8,750	Lump Sum
Task 3F. Right-of-Way Sketches and Descriptions – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.302	-	$3,000	Lump Sum
Task 3G. Geotechnical Engineering Services – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.303	-	$11,460	Lump Sum
Task 3H. Additional Meetings – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.183	20	$3,240	NTE
TOTAL		**$87,780**	

Notes:
1) PM = Project Manager, PE II = Project Engineer II.
2) These fees are valid for 90 days.
3) Refer to attached Standard Hourly Rates & Reimbursable Expenses Schedule for T&M type services.
4) Fees include reimbursable charges, including shipping and delivery charges.

Additional Services

Any change in scope will be considered additional services. Prior to beginning any additional services an addendum will be prepared for your authorization. Services provided beyond the scope of this proposal will be provided in accordance with our standard hourly rates & reimbursable expenses schedule.

Closure

If you find this proposal acceptable, please provide the appropriate purchase order and notice to proceed. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

Mary P. Morgan

Mary P. Morgan, PE

Enclosures:
Exhibit A – Mott MacDonald Additional Survey Proposal
Exhibit B – Mott MacDonald Right-of-Way Sketches and Descriptions Proposal
Exhibit C – Terracon Geotechnical Engineering Services Proposal
Manday Estimate - CR 297A at Kingsfield Road
Schedule - CR 297A at Kingsfield Road
2017 Standard Hourly Rates & Reimbursable Expenses Schedule

cc:
Accounting
File 167102

EXHIBIT A

MOTT MACDONALD

CLIENT: Davenport
CONTACT: Mary Morgan, PE
Address: 41 North Jefferson St. Suite 103 Pensacola, FL 32502
Phone: 850.677.0193 **Fax:**

Project Location: Kingsfield Rd and Hwy 297A Escambia Co., FL

Date: 03/01/17

SCOPE OF SERVICES: Continue the Topographic & Control survey North & South along CR 297A and East and West along Kingsfield to total 1000' in all four directions from the intersection (3,200' additional).

Sketch & Description

LUMP SUM FEE... **$8,750.00**

Date of Completion: Signed survey deliverable within 15 work days of notice to proceed and right of way requirements.

Deliverables: 5 certified copies & 1 copy of electronic drawing file in Autocad format

Notice to Proceed Authorization:
I hereby authorize Mott MacDonald Florida, LLC to proceed with the with services as described above & agree to the terms & conditions attached.

Authorization Signature: _____
Authorizing Agent

Authorizing Agent Print Name:_____
Date: _____

Please return via fax a signed copy and mail the original signed notice to proceed to Mott MacDonald Florida, LLC.

From: Byron Faircloth PSM 6764

G:\survey\QUOTES

EXHIBIT B

MOTT MACDONALD

CLIENT: Davenport
CONTACT: Mary Morgan, PE
Address: 41 North Jefferson St. Suite 103 Pensacola, FL 32502
Phone: 850.677.0193 **Fax:**

Project Location: Kingsfield Rd and Hwy 297A Escambia Co., FL

Date: 02/17/17

SCOPE OF SERVICES: Sketch and Descriptions for right of way acquisitions per Florida Standards of Practice at the intersection Kingsfield and CR297A. Mott MacDonald will provide sketch and descriptions of each individual acquisition for $750 per sketch for an estimate of four (4) total.

Sketch & Description

LUMP SUM FEE: FOUR (4) SKETCHES... **$3,000.00**

Date of Completion: Signed survey deliverable within 10 days of notice to proceed and right of way requirements.

Deliverables: 5 certified copies of each survey on 8.5" x 11" format; 1 copy of electronic drawing file in Autocad format

Notice to Proceed Authorization:
I hereby authorize Mott MacDonald Florida, LLC to proceed with the with services as described above & agree to the terms & conditions attached.

Authorization Signature: _____
Authorizing Agent

Authorizing Agent Print Name:_____
Date: _____

Please return via fax a signed copy and mail the original signed notice to proceed to Mott MacDonald Florida, LLC.

From: Byron Faircloth PSM 6764

G:\survey\QUOTES

EXHIBIT C

Terracon

March 10, 2017

DAVENPORT
41 North Jefferson Street, Suite 103
Pensacola, FL 32502

Attn: Ms. Mary Morgan, P.E.
Project Manager
P: 850-677-0193
F: 336-458-9377
E: mmorgan@davenportworld.com

Re: Revised Proposal for Geotechnical Engineering Services
Proposed Turn Lanes with Pavement Cores
Intersection of CR297A and Kingsfield Road
Escambia County, FL
Terracon Proposal No.: PEA175012

Dear Ms. Morgan:

Terracon appreciates the opportunity to submit this revised proposal for Geotechnical Services for the referenced project in Escambia County, Florida. This revised fee proposal summarizes our proposed staff hours and estimated fees associated with the proposed turn lanes with pavement cores at the Intersection of CR297A and Kingsfield Road. The Fee Estimate attached, as requested. This proposal is based on the information contained in an e-mail correspondence dated February 15, 2017.

The purpose of the exploration is to obtain geotechnical engineering data to assist in the evaluation of the soil conditions and the existing pavement sections for the proposed turn lanes to be constructed at the intersection of CR297A and Kingsfield Road. We understand the new pavements (turn lanes) are to match the existing pavement sections. This proposal outlines our understanding of the project and scope of services and provides an estimated fee for our services.

A. PROJECT INFORMATION

Site Location

ITEM	DESCRIPTION
Location	Intersection at CR297A and Kingsfield Road
Current ground cover	Clear and Urban and with Existing County Road

Project Description

ITEM	DESCRIPTION
Requested Scope	Perform 8 auger borings to approximately 5 feet below existing ground surface and 4 cores with base and subgrade measurements, along with appropriate laboratory testing of select samples to provide a Soil Survey to be used in design of the proposed turn lanes.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

GEOTECHNICAL EVALUATION

The services for the Geotechnical Engineering Evaluation to be provided by Terracon are based on the requirements of the FDOT Soils and Foundations Handbook, and based up recommendations from Escambia County, Florida. These services are summarized in the following paragraphs.

Field Program – Escambia County has requested that we perform a hand auger boring every 300 feet of turn lane. Therefore, since the turn lanes are approximately 330 to 450 feet, we propose to perform eight auger borings to a depth of approximately 5 feet below the existing grade and four pavement cores with base and subgrade measurements. We reserve the right to offset our boring or core locations, due to traffic, utilities, or other site limitations.

We will observe and record groundwater levels during drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. For safety purposes, boreholes will be backfilled immediately after completion.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact Sunshine State One Call of Florida (SSOCOF) for location of utilities in public easements. Location of private lines on the property is not part of the SSOCOF or Terracon scope.

Our fee is based on the sites being accessible to drilling equipment and by Terracon providing layout of the borings using a hand-held GPS device and a site plan. The boring locations and elevations must be surveyed by others and provided to Terracon subsequent to the field work.

Laboratory Testing – The samples will be visually classified in our laboratory to determine physical engineering characteristics. Limited laboratory testing will be performed under the direction of a geotechnical engineer and may include visual classification, moisture content, wash 200 sieve analysis, organic content determination, and/or Atterberg limits, as appropriate.

Terracon

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Florida. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Roadway Soil Survey Sheet with summarized laboratory data.
- Groundwater levels observed during drilling.
- Estimated seasonal high groundwater levels.
- Subsurface exploration procedures
- Encountered soil conditions.
- Asphalt, base, and subgrade measurements for the existing pavement section
- Subgrade preparation/earthwork recommendations
- Pavement design recommendations similar to the existing pavement sections.

SAFETY - *IIF*

At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do. *IIF* is not just something we do; it's in everything we do.

As part of our IIF process, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns.

Terracon

SCHEDULE

Terracon can begin the field exploration program within about one week of receipt of written authorization, if the site and weather conditions permit. We estimate the draft geotechnical report can be completed within about three to four weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, please refer to the Fee Estimate appended to this Letter Proposal. We have estimated a fee of **$11,460** to complete the services outlined above.

D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the continued opportunity to work with you as part of your TEAM and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact our office.

Sincerely,
Terracon Consultants, Inc.

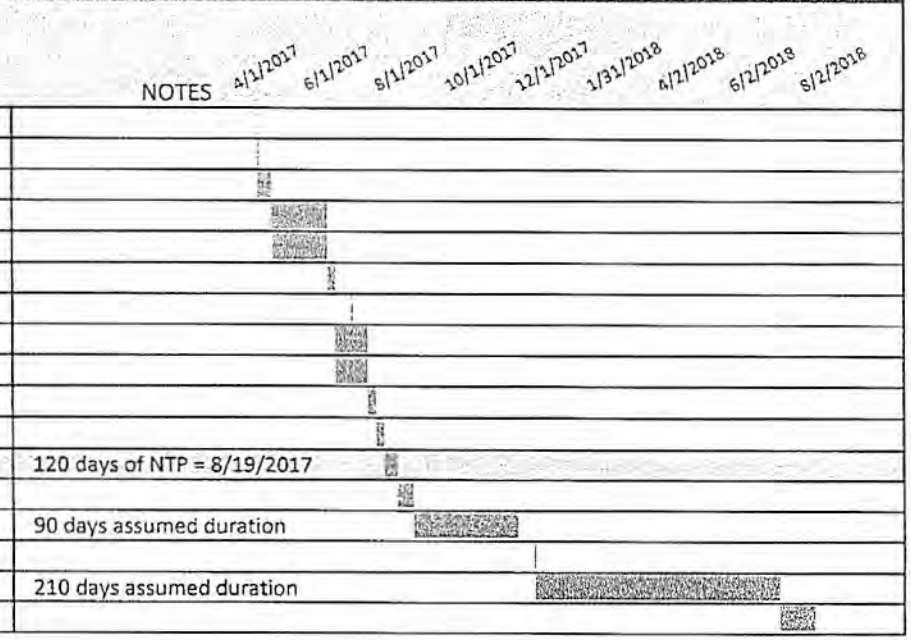
David P. Reaves, P.E.
Senior Geotechnical Engineer

Michael A. Johnson for
John B. Kimberly IV, P.E.
Regional Manager

Attachments: Fee Estimate

PROJECT TIMELINE - CR 297A AT KINGSFIELD ROAD (Roadway Design -Turn Lanes)

ACTIVITY	START	DURATION	END	NOTES
Notice to Proceed	4/21/2017	1		
Kickoff Meeting	4/21/2017	1	4/22/2017	
Survey Work	4/21/2017	12	5/3/2017	
60% Design Plans Submittal	5/3/2017	48	6/20/2017	
Preliminary Cost Estimate	5/3/2017	48	6/20/2017	
60% Review	6/20/2017	7	6/27/2017	
Public Meeting	7/11/2017	1	7/12/2017	
100% Design Plans Submittal	6/27/2017	28	7/25/2017	
Final Pricing Agreement	6/27/2017	28	7/25/2017	
100% Review	7/25/2017	7	8/1/2017	
Final Design Plans	8/1/2017	7	8/8/2017	
Cushion	8/8/2017	11	8/19/2017	120 days of NTP = 8/19/2017
Bid Documents	8/19/2017	14	9/2/2017	
Bid Advertisement and Award	9/2/2017	90	12/1/2017	90 days assumed duration
Pre-Construction Conference	12/15/2017	1	12/16/2017	
Construction	12/16/2017	210	7/14/2018	210 days assumed duration
As-Built Certification	7/14/2018	30	8/13/2018	



Notes: Subject to issuance of NTP. Assumed bidding, award, and construction schedule, subject to change.

DAVENPORT

tabbies

EXHIBIT B-7

Summary of Fees

DAVENPORT will provide transportation engineering services in accordance with the following fee schedule.

SERVICE	HOURS	FEE	TYPE
Task 3: CR 297A at Kingsfield Road			
Task 3A. Roadway Design – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.234	232	$33,670	Lump Sum
Task 3B. Utility Coordination – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.272	36	$5,940	Lump Sum
Task 3C. Bidding Estimates – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.235	26	$3,690	Lump Sum
Task 3D. Post Design Services – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.262	122	$18,030	NTE
Task 3E. Additional Surveying – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.301	-	$8,750	Lump Sum
Task 3F. Right-of-Way Sketches and Descriptions – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.302	-	$3,000	Lump Sum
Task 3G. Geotechnical Engineering Services – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.303	-	$11,460	Lump Sum
Task 3H. Additional Meetings – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.183	20	$3,240	NTE
TOTAL		$87,780	

Notes:
1) PM = Project Manager, PE II = Project Engineer II.
2) These fees are valid for 90 days.
3) Refer to attached Standard Hourly Rates & Reimbursable Expenses Schedule for T&M type services.
4) Fees include reimbursable charges, including shipping and delivery charges.

Additional Services

Home Office:
305 West Fourth Street, Suite 2A
Winston-Salem, NC 27101
Main: 336.744.1636; Fax: 336.458.9377

Serving the Southeast since 2002

EXHIBIT
C-1

DAVENPORT

Design Services for Roadway Design for CR 297A at Kingsfield Road

PD NO: 15-16.091 COUNTY: Escambia County, FL

DAVENPORT PROJE(167102

MAN-HOURS BY CLASSIFICATION

TASKS	Mary Morgan (Project Manager)	Scott Clark (Project Manager)	John Townsend (Design Director)	Gregory Atkins (Project Manager)	Ryan Thompson (Project Engineer II)	Cameron Clayton (Project Engineer I)	Tyesha Smoot (CAO)	Nathan Baskett (Administrative)	TOTAL
Standard Hourly Rate	$135.00	$180.00	$180.00	$135.00	$105.00	$90.00	$120.00	$40.00	
CR 297A at Kingsfield Road	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	
Task 3A. Roadway Design									
Meet with Public Works to confirm scope and approach	2	2							4
Cover Sheet & General Notes			2		2				4
60% Roadway Design Plans	4	16	40	40	16	16			132
90% Roadway Design Plans									0
Final Plans	6	12	24	12	12	6			72
Project management, coordination with County staff, team	4	8		-			4	4	20
TOTAL HOURS	16	38	66	52	30	22	4	4	232
COST	$2,160.00	$6,840.00	$11,880.00	$7,020.00	$3,150.00	$1,980.00	$480.00	$160.00	$33,670.00
Task 3B. Utility Coordination									0
Coordination	8	8	8						24
Plan-in-hand walk through	4	8							12
TOTAL HOURS	12	16	8	0	0	0	0	0	36
COST	$1,620.00	$2,880.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,940.00
Task 3C. Bidding Estimates									0
Bid documents		2	2		4				8
Pre-bid meeting	2								2
Respond to RFI		2	2		4				8
Tabulate bids or pricing agreements totals		2	2		4				8
TOTAL HOURS	2	6	6	0	12	0	0	0	26
COST	$270.00	$1,080.00	$1,080.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$3,690.00
Task 3D. Post Design Services									0
Preconstruction Conference	2	8							10
Biweekly meetings	8	8							16
As-built certification		8	8	4	16				36
Coordination	16	16	8	4	16				60
TOTAL HOURS	26	40	16	8	32	0	0	0	122
COST	$3,510.00	$7,200.00	$2,880.00	$1,080.00	$3,360.00	$0.00	$0.00	$0.00	$18,030.00
Task 3F. Additional Meetings									0
Meeting time	8	8	4						20
TOTAL HOURS	8	8	4	0	0	0	0	0	20
COST	$1,080.00	$1,440.00	$720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,240.00
TOTAL MAN-HOURS	64	108	100	60	74	22	4	4	436
TOTAL MAN-DAYS	8	13.5	12.5	7.5	9.25	2.75	0.5	0.5	54.5
TOTAL COST	$8,640.00	$19,440.00	$18,000.00	$8,100.00	$7,770.00	$1,980.00	$480.00	$160.00	$64,570.00

DAVENPORT

STANDARD HOURLY RATES & REIMBURSABLE SCHEDULE

President	$230.00/hour
Regional Production Director or Senior Associate	$185.00/hour
Project Manager	$140.00/hour
Project Scientist IV	$140.00/hour
Chief Administrative Officer	$125.00/hour
Project Scientist III	$115.00/hour
Communications Manager	$140.00/hour
Project Engineer II	$110.00/hour
Project Engineer I	$95.00/hour
Project Scientist II	$95.00/hour
Visualization Technician	$95.00/hour
Project Scientist I	$70.00/hour
Traffic Engineering Assistant III	$60.00/hour
Traffic Engineering Assistant II	$40.00/hour
Engineering Technician	$40.00/hour
Administrative	$40.00/hour
Traffic Engineering Assistant I	$30.00/hour
Mileage	$0.575/mile
Additional Report Copies or Plots	$25.00 Each
Meals and Lodging	At Cost
Reimbursable Expenses (sub-consultants, courier, etc.)	Cost + $15%
Permit and Review Fee Reimbursement	Cost + $15%

Escalation: DAVENPORT reserves the right to escalate hourly rates annually, upon a new calendar year, in accordance with its newly-adopted standard hourly rate schedule.

Home Office:
305 West Fourth Street, Suite 2A
Winston-Salem, NC 27101
Main: 336.744.1636; Fax: 336.458.9377

Serving the Southeast since 2002

PURCHASE ORDER NO. 170782

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
421492 FAX: 336-458-9377
JOHN DAVENPORT ENGINEERING INC
305 WEST FOURTH ST, STE 2A
WINSTON-SALEM NC 27101

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 11/07/16	BUYER: EDDIE WEHMEIER	REQ. NO.: 17000862	REQ. DATE: 11/04/16
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT SHOMARI RAWLS WIT	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 15-16.091 "DESIGN SERVICES FOR TRAFFIC SIGNAL DESIGN FOR CR95A AT CHEMSTRAND ROAD AND CR297A AT CHEMSTRAND ROAD. BCC APPROVAL 11/3/2016	106910.0000	106,910.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	106,910.00	16EN3495

PAGE TOTAL	$	106,910.00
TOTAL	$	106,910.00

APPROVED BY

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

John Davenport Engineering, Inc. (d/b/a DAVENPORT)

Design Services for Traffic Signal Design for CR 95A at Chemstrand Road and CR 297A at Kingsfield Road

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of November, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and John Davenport Engineering, Inc., (d/b/a Davenport) a for-profit corporation authorized to transact business in the State of Florida, whose address is 305 W. Forth Street, Suite 2A, Winston-Salem, NC 27101, and whose Federal tax identification number is 81-0612123 (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: John Davenport Engineering, Inc., (d/b/a Davenport) 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 Shomari Rawls, Engineering Specialist, Public Works\Traffic. 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 Design Services for Traffic Signal Design for CR 95A at Chemstrand Road and CR 297A at Kingsfield Road.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 in the amount of one hundred six thousand nine hundred ten ($106,910) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 15-16.091, Design Services for Traffic Signal Design for CR 95A at Chemstrand Road and CR 297A at Kingsfield Road, and as represented in the Consultant's Letter of Interest response to PD 15-16.091, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $390,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of one hundred six thousand nine hundred ten ($106,910). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

John Davenport Engineering, Inc. (d/b/a Davenport)
305 W. Fourth Street, Suite 2A
Winston-Salem, NC 27101

(d) Invoices to the County shall be sent to:

Shomari Rawls
Engineering Specialist
3363 West Park Place
Pensacola, Florida 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Eddie H. Wehmeier, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and John Davenport Engineering, Inc. (d/b/a Davenport), 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:

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 11/16/16

BCC Approved: November 03, 2016

CONSULTANT:
John Davenport Engineering, Inc. d/b/a (Davenport), a North Carolina Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary

By: _____
John Davenport, Jr., P.E., President

Date: 11/4/16

Exhibit A

DAVENPORT

October 21, 2016

Eddie H. Wehmeier
Purchasing Specialist
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, FL 32502
Phone: 850-595-4953
Fax: 850-595-4805
ehwehmeier@co.escambia.fl.us

RE: Design Services for Traffic Signal Design for CR 95A at Old Chemstrand Road and CR 297A at Kingsfield Road, Escambia County, FL
PD 15-16.091
(DAVENPORT Project Number 167102)

Dear Mr. Wehmeier:

I am pleased to submit this proposal to provide transportation engineering services for traffic signal design for CR 95A at Old Chemstrand Road and CR 297A at Kingsfield Road, in Escambia County, FL. Thank you for selecting the DAVENPORT team. Our project understanding, scope of services, schedule, and fee are below.

DAVENPORT will lead the design team and provide services for project management, signal design, public involvement, utility coordination, bidding estimates and post design services. Terracon will provide for geotechnical engineering services and Mott MacDonald will provide surveying services.

Our project understanding, scope of services and fees are below.

Project Understanding

DAVENPORT will provide services for the traffic signal design of the intersections of CR 95A at Old Chemstrand Road and CR 297A at Kingsfield Road. The intersection of CR 95A at Old Chemstrand Road will involve railroad preemption as well as consideration of the adjacent existing signal on US 29. The intersection of CR 297A at Kingsfield Road will involve the potential consideration of turn lanes and completion of 100% design plans within 120 days of notice to proceed. Both intersections will involve public involvement, utility coordination, pedestrian accommodations, bidding estimates and post design and construction support.

Task 1. CR 95A at Old Chemstrand Road

Task 1A. Traffic Signal Design – CR 95A at Old Chemstrand Road

DAVENPORT will prepare signal design plans for the intersection of CR 95A at Old Chemstrand Road. The designs shall be to Florida Department of Transportation, Escambia County, ADA, Guidelines for Accessible Public Rights of Way, and MUTCD standards, as appropriate. Our services will include:

- Project management, coordination with County staff, team
- Attendance to one (1) kick-off meeting
- DAVENPORT will provide a project timeline at the beginning of the project, with updates at each phase submittal, as appropriate
- Pedestrian amenities on each side of the road
- Railroad preemption and coordination with CSX to provide the necessary modifications to their track warning circuitry
- Permitting, as appropriate
- Coordination with FDOT regarding adjacent signal on US 29 & Old Chemstrand Road
- Submittals for 60%, 90%, and final plans
- Cost estimates – preliminary at 60%, final draft at 90%, Final Pricing Agreement at 100%

Deliverables: One hard copy & one electronic copy at each phase submittal.

Task 1B. Roadway Design for the Construction of Pedestrian Ramps – CR 95A at Old Chemstrand Road

DAVENPORT will prepare roadway design plans for the intersection of CR 95A at Old Chemstrand Road. The designs shall be to Florida Department of Transportation, Escambia County, ADA, Guidelines for Accessible Public Rights of Way, and MUTCD standards, as appropriate. Our services will include:

- Project management, coordination with County staff, team
- Curb and gutter and curb ramps in each quadrant of the intersection
- Drainage, stormwater issues, as appropriate
- Permitting, as appropriate
- Submittals for 60%, 90%, and final plans
- Cost estimates – preliminary at 60%, final draft at 90%, Final Pricing Agreement at 100%

Deliverables: One hard copy & one electronic copy at each phase submittal.

Task 1C. Public Involvement – CR 95A at Old Chemstrand Road

DAVENPORT will attend and provide support for up to one (1) public meeting. DAVENPORT to provide coordination with County staff, and meeting materials such as sign-in sheets, meeting flyers, comment forms, poster display materials.

Task 1D. Utility Coordination – CR 95A at Old Chemstrand Road

DAVENPORT will provide utility coordination and one (1) plans-in-hand walk through with Utility companies after incorporating County's comments on the 60% design plans.

Task 1E. Bidding Estimates – CR 95A at Old Chemstrand Road

DAVENPORT will provide support for the bidding process. Services include:

- Prepare all bid documents, as appropriate
- Attend up to one (1) pre-bid meeting with Engineering and Purchasing Departments
- Respond to Request for Information
- Tabulate bids or pricing agreement totals

Task 1F. Post Design Services – CR 95A at Old Chemstrand Road

DAVENPORT will provide services during preconstruction and construction, including:

- Attend up to one (1) Preconstruction Conference
- Attend biweekly meetings, as needed
- Prepare as-built certification based upon contractor mark-ups and post construction meetings and inspections
- Address issues during construction, as appropriate

Task 1G. Geotechnical Engineering (Terracon) – CR 95A at Old Chemstrand Road

Perform up to four (4) soil borings at each intersection to an approximate depth of 25 feet below existing ground surface, along with appropriate laboratory testing necessary to provide soil parameters for design of the proposed mast arm signal foundations. Signal foundations are to be designed by others.

Task 1H. Surveying (Mott MacDonald) – CR 95A at Old Chemstrand Road

Surveying services necessary for the design of the project shall be created based, and include the following:

- Five certified copies of a Topographical Surveys that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not to exceed 1000 feet.
- Cross-section data intervals shall not exceed 100 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.
- 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 the horizontal datum Florida North (State Plane) Projection Zone, the Lambert Conformal Conic Projection Type, and the North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011)).

The following information shall be field verified and, if needed, located within the entire survey limits and provided on the surveys:

- Centerline, existing edge of pavement, median types and all radii.
- All existing pavement markings.
- Driveways and median openings. Identify location, width, radius, and type.
- Building. Identify location, size, type, and description.
- Parking Lots. Identify location, layout, and any pavement markings.
- Drainage pipes and culverts, both driveways and highways. Identify interior diameter and type of pipe. Provide length of pipe, invert elevations of inlet and outlet points and top of grate of any catch basins and drop inlets. Provide description of condition. Identify all drops inlets, catch basins, or flared end sections, etc.
- Locate surface and overhead utilities and identify. Locate underground utilities, via 811 tickets, which expect to fall within construction limits of the project. Provide size of utility lines and invert elevations of any sewer and water lines, where possible. Also, identify any roadway lighting within the survey limits.

- Signs. Identify location, size, and description of all existing signs. Also verify and provide posted speed limit of each roadway approach.
- Fences. Identify location, size, type, and condition.
- Landscape. Wood lines, bushes, trees (appx sizes), landscaped beds, landscape timbers or wall, etc.
- Existing right-of-way within the project limits (confirmed by courthouse research) and all property lines as they meet the existing R/W. Also provide property owner names, deed book and page numbers for all properties within/along the survey limits.
- Provide cross sections* at a minimum of 25-ft intervals along the centerline for the entire length of the project. The cross sections shall be within the corridor widths provided in the drawings from DAVENPORT. Intermediate cross-sections shall be taken at all driveways and intersections with the survey limits. This information may be recorded using GPS technology provided it is done within the accuracy required by FDOT.
- DTM and topographic information should be provided electronically in Microstation format. Also, a tin file (preferred) and a point's file with break lines shall be provided to DAVENPORT upon completion of surveys.
- Survey datum should be tied to the FDOT coordinate plane or a defined localized coordinate plane.

*Cross sections shall include, but not be limited to, the following: existing centerline, edge of travel lanes, edge of pavement, edge of gutter (eop at gutter pan), face and back of curb, shoulder breakpoints, ditch centerline, ditch base points, toe of slopes, existing right-of-way, and ditch back slope.

Task 1I. *Additional Meetings – CR 95A at Old Chemstrand Road*

DAVENPORT will attend additional meetings, as requested by the client, and up to the amount indicated in the Summary of Fees table.

Schedule – CR 95A at Old Chemstrand Road

DAVENPORT will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. It is anticipated that 100% construction plans will be submitted within 485 calendar days from the date of the issuance of the Notice to Proceed. DAVENPORT will coordinate with CSX early in the design process in order to promote an accelerated timeline; however, the schedule will be subject to coordination with CSX, FDOT, and others, as necessary. An additional 180 calendar days will begin with the Construction Notice to Proceed for completion of post design services.

Task 2. CR 297A at Kingsfield Road

Task 2A. *Traffic Signal Design – CR 297A at Kingsfield Road*

DAVENPORT will prepare signal design plans for the intersection of CR 297A at Kingsfield Road. The designs shall be to Florida Department of Transportation, Escambia County, ADA, Guidelines for Accessible Public Rights of Way, and MUTCD standards, as appropriate. Our services will include:

- Project management, coordination with County staff, team
- Attendance to one (1) kick-off meeting
- DAVENPORT will provide a project timeline at the beginning of the project, with updates at each phase submittal, as appropriate
- Pedestrian amenities on each side of the road
- Design to account for the potential of left and/or right turn lanes, as appropriate
- Permitting, as appropriate
- Submittals for 60%, 90%, and final plans
- Utility coordination and plans-in-hand walk through with Utility companies at all phase submittals

- Cost estimates – preliminary at 60%, final draft at 90%, Final Pricing Agreement at 100%

Deliverables: One hard copy & one electronic copy at each phase submittal.

Task 2B. OPTIONAL Conceptual Roadway Design for the Future Turn Lane Improvements – CR 297A at Kingsfield Road

DAVENPORT will prepare one conceptual roadway design plan for the addition of left and/or right turn lanes, as determined by the County, for the intersection of CR 297A at Kingsfield Road. The designs shall be to Florida Department of Transportation, Escambia County, ADA, Guidelines for Accessible Public Rights of Way, and MUTCD standards, as appropriate. The conceptual design will be used in placing the traffic signal poles and controller cabinet such that these can accommodate the construction of roadway improvements at a future date. It is understood that any turn lane improvements will not be constructed as a part of this project and, therefore, this scope does not include the roadway design plans for any turn lane improvements. However, this effort can be provided under a separate task as additional services.

Task 2C. Roadway Design for the Construction of Pedestrian Ramps – CR 297A at Kingsfield Road

DAVENPORT will prepare roadway design plans for the intersection of CR 297A at Kingsfield Road. The designs shall be to Florida Department of Transportation, Escambia County, ADA, Guidelines for Accessible Public Rights of Way, and MUTCD standards, as appropriate. Our services will include:

- Project management, coordination with County staff, team
- Curb and gutter and curb ramps in each quadrant of the intersection
- Drainage, stormwater issues, as appropriate
- Permitting, as appropriate
- Submittals for 60%, 90%, and final plans
- Cost estimates – preliminary at 60%, final draft at 90%, Final Pricing Agreement at 100%

Deliverables: One hard copy & one electronic copy at each phase submittal.

Task 2D. Public Involvement – CR 297A at Kingsfield Road

DAVENPORT will attend and provide support for up to one (1) public meeting. DAVENPORT to provide coordination with County staff, and meeting materials such as sign-in sheets, meeting flyers, comment forms, poster display materials.

Task 2E. Utility Coordination – CR 297A at Kingsfield Road

DAVENPORT will provide utility coordination and one (1) plans-in-hand walk through with Utility companies after incorporating County's comments on the 60% design plans.

Task 2F Bidding Estimates – CR 297A at Kingsfield Road

DAVENPORT will provide support for the bidding process. Services include:

- Prepare all bid documents, as appropriate
- Attend up to one (1) pre-bid meeting with Engineering and Purchasing Departments
- Respond to Request for Information
- Tabulate bids or pricing agreement totals

Task 2G. Post Design Services – CR 297A at Kingsfield Road

DAVENPORT will provide services during preconstruction and construction, including:

- Attend up to one (1) Preconstruction Conference
- Attend biweekly meetings, as needed
- Prepare as-built certification based upon contractor mark-ups and post construction meetings and inspections
- Address issues during construction, as appropriate

Task 2H. Geotechnical Engineering (Terracon) – CR 297A at Kingsfield Road

Perform up to four (4) soil borings at each intersection to an approximate depth of 25 feet below existing ground surface, along with appropriate laboratory testing necessary to provide soil parameters for design of the proposed mast arm signal foundations. Signal foundations are to be designed by others.

Task 2I. Surveying (Mott MacDonald) – CR 297A at Kingsfield Road

Surveying services necessary for the design of the project shall be created based, and include the following:

- Five certified copies of a Topographical Surveys that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not to exceed 1000 feet.
- Cross-section data intervals shall not exceed 100 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.
- 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 the horizontal datum Florida North (State Plane) Projection Zone, the Lambert Conformal Conic Projection Type, and the North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011)).

The following information shall be field verified and, if needed, located within the entire survey limits and provided on the surveys:

- Centerline, existing edge of pavement, median types and all radii.
- All existing pavement markings.
- Driveways and median openings. Identify location, width, radius, and type.
- Building. Identify location, size, type, and description.
- Parking Lots. Identify location, layout, and any pavement markings.
- Drainage pipes and culverts, both driveways and highways. Identify interior diameter and type of pipe. Provide length of pipe, invert elevations of inlet and outlet points and top of grate of any catch basins and drop inlets. Provide description of condition. Identify all drops inlets, catch basins, or flared end sections, etc.

- Locate surface and overhead utilities and identify. Locate underground utilities, via 811 tickets, which expect to fall within construction limits of the project. Provide size of utility lines and invert elevations of any sewer and water lines, where possible. Also, identify any roadway lighting within the survey limits.
- Signs. Identify location, size, and description of all existing signs. Also verify and provide posted speed limit of each roadway approach.
- Fences. Identify location, size, type, and condition.
- Landscape. Wood lines, bushes, trees (appx sizes), landscaped beds, landscape timbers or wall, etc.
- Existing right-of-way within the project limits (confirmed by courthouse research) and all property lines as they meet the existing R/W. Also provide property owner names, deed book and page numbers for all properties within/along the survey limits.
- Provide cross sections* at a minimum of 25-ft intervals along the centerline for the entire length of the project. The cross sections shall be within the corridor widths provided in the drawings from DAVENPORT. Intermediate cross-sections shall be taken at all driveways and intersections with the survey limits. This information may be recorded using GPS technology provided it is done within the accuracy required by FDOT.
- DTM and topographic information should be provided electronically in Microstation format. Also, a tin file (preferred) and a point's file with break lines shall be provided to DAVENPORT upon completion of surveys.
- Survey datum should be tied to the FDOT coordinate plane or a defined localized coordinate plane.

*Cross sections shall include, but not be limited to, the following: existing centerline, edge of travel lanes, edge of pavement, edge of gutter (eop at gutter pan), face and back of curb, shoulder breakpoints, ditch centerline, ditch base points, toe of slopes, existing right-of-way, and ditch back slope.

Task 2J. Additional Meetings – CR 297A at Kingsfield Road

DAVENPORT will attend additional meetings, as requested by the client, and up to the amount indicated in the Summary of Fees table.

Schedule – CR 297A at Kingsfield Road

DAVENPORT will provide our service as expeditiously as practicable to meet a mutually agreed upon schedule. It is anticipated that 100% construction plans will be submitted within 120 calendar days from the date of the issuance of the Notice to Proceed. An additional 180 calendar days will begin with the Construction Notice to Proceed for completion of post design services.

Services Not Included (Tasks 1 and 2)

- Additional concept designs or cost estimates
- Custom technical specifications (i.e. project manual)
- Right-of-way and easement negotiations/acquisitions with property owners and associated coordination
- Development and/or design of value engineering options
- Temporary signal design plans, if required, due to proposed construction phasing
- Traffic control plans as it relates to signal construction

Summary of Fees

DAVENPORT will provide transportation engineering services in accordance with the following fee schedule.

Exhibit A

Terracon

September 27, 2016

DAVENPORT
41 North Jefferson Street, Suite 103
Pensacola, FL 32502

Attn: Ms. Mary Morgan, P.E.
Project Manager
P: 850-677-0193
F: 336-458-9377
E: mmorgan@davenportworld.com

Re: Proposal for Geotechnical Engineering Services
Proposed Traffic Signals at Two Intersections
CR95A at Old Chemstrand Road, and CR297A at Kingsfield Road
Escambia County, FL
FPN: 167102
Terracon Proposal No.: PEA165080

Dear Ms. Morgan:

Terracon appreciates the opportunity to submit this proposal for Geotechnical Services for the referenced project in Escambia County, Florida. This fee proposal summarizes our proposed staff hours and estimated fees associated with the planned Traffic Signal Foundations on the above-referenced project. The Fee Estimate and Staff Hours Estimate are attached, as requested. This proposal is based on the information contained in an e-mail correspondence dated September 22, 2016.

The purpose of the exploration is to obtain geotechnical engineering data to assist in the evaluation of proposed mast arm signal structure foundations at the intersection of CR95A at Old Chemstrand, and CR297A at Kingsfield Road, in Escambia County, FL. This proposal outlines our understanding of the project and scope of services and provides an estimated fee for our services.

A. PROJECT INFORMATION

Site Location

ITEM	DESCRIPTION
Location	CR95A at Old Chemstrand Road, CR297A at Kingsfield Road
Current ground cover	Clear and Urban

Project Description

ITEM	DESCRIPTION
Requested Scope	Perform four soil borings at each intersection to an approximate depth of 25 feet below existing ground surface, along with appropriate laboratory testing necessary to provide soil parameters for design of the proposed mast arm signal foundations. Signal foundations are to be designed by others.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

GEOTECHNICAL EVALUATION

The services for the Geotechnical Engineering Evaluation to be provided by Terracon are based on the requirements of the FDOT Soils and Foundations Handbook and are summarized in the following paragraphs.

Field Program – We propose to perform four borings to a depth of approximately 25 feet each at each of the two subject intersections. We reserve the right to offset our boring locations, due to traffic, utilities, or other site limitations.

Sampling will be in general accordance with industry standard procedures wherein split-barrel samples are obtained. Five (5) samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In addition we will observe and record groundwater levels during drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. For safety purposes, boreholes will be backfilled with cement grout immediately after completion.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact Sunshine State One Call of Florida (SSOCOF) for location of utilities in public easements. Location of private lines on the property is not part of the SSOCOF or Terracon scope.

Our fee is based on the sites being accessible to drilling equipment and by Terracon providing layout of the borings using a hand-held GPS device and a site plan. The boring locations and elevations must be surveyed by others and provided to Terracon subsequent to the field work.

Laboratory Testing – The samples will be visually classified in our laboratory to determine physical engineering characteristics. Limited laboratory testing will be performed under the direction of a

geotechnical engineer and may include visual classification, moisture content, wash 200 sieve analysis, organic content determination, and/or Atterberg limits, as appropriate.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Florida. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data.
- Groundwater levels observed during drilling.
- Estimated seasonal high groundwater levels.
- Boring location plan.
- Subsurface exploration procedures.
- Encountered soil conditions.
- Recommended soil parameters for the design of the mast arm foundations. Design to be performed by others based upon the results of our findings.

SAFETY - *IIF*

At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do. *IIF* is not just something we do; it's in everything we do.

As part of our IIF process, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns.

SCHEDULE

Terracon can begin the field exploration program within about one week of receipt of written authorization, if the site and weather conditions permit. We estimate the final geotechnical report can

be completed within about two to three weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, please refer to the Fee Estimate appended to this Letter Proposal. We have estimated a fee of $10,980 to complete the services outlined above.

D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the continued opportunity to work with you as part of your **TEAM** and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact our office.

Sincerely,
Terracon Consultants, Inc.

David Reaves
Senior Geotechnical Engineer

for
John B. Kimberly IV, P.E.
Principal

Attachments: Agreement for Services

Terracon

Reference Number: PEA165080

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Davenport ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Escambia County Signals project ("Project"), as described in the Project Information section of Consultant's Proposal dated 09/23/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant may, at its discretion, issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant or others to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Davenport**
By:	Date: **9/26/2016**	By:	Date:
Name/Title:	**David P Reaves / Department Manager II-Professional**	Name/Title:	**Mary Morgan / P.E.**
Address:	**9900 N Davis Hwy** **Pensacola, FL 32514-8124**	Address:	**41 North Jefferson Street, Suite 103** **Pensacola, FL 32502**
Phone:	**(850) 477-0454** Fax: **(850) 477-0534**	Phone:	**(850) 677-0193** Fax:
Email:	**David.Reaves@terracon.com**	Email:	**mmorgan@davenportworld.com**

Reference Number: PEA165080

Exhibit A

MOTT MACDONALD
220 West Garden St.
Suite 700
Pensacola FL 32502
T. 850.260.3104

CLIENT: Davenport
CONTACT: Mary Morgan, PE
Address: 41 North Jefferson St. Suite 103 Pensacola, FL 32502
Phone: 850.677.0193

Project Location: 1. Intersection of Chemstrand & Hwy 95A & 2. Kingsfield Rd and Hwy 297A Escambia Co., FL

Date: 10/19/16

SCOPE OF SERVICES: See attachment "A" for Scope of Services.

LUMP SUM FEE FOR ALL TASKS...	$9,300.00

Date of Completion: Signed survey deliverable by December 2, 2016, provided we receive notice proceed no later than November 14, 2016.

Deliverables: 5 certified copies on 24" x 36" format and electronic files as requested in Attachment "A".

Notice to Proceed Authorization:
I hereby authorize Mott MacDonald Florida, LLC to proceed with the with Services as described above & agree to the terms & conditions attached.

Authorization Signature: _____
Authorizing Agent

Authorizing Agent Print Name:_____
Date: _____

Please return via fax a signed copy and mail the original signed notice to proceed to Mott MacDonald FL, LLC.

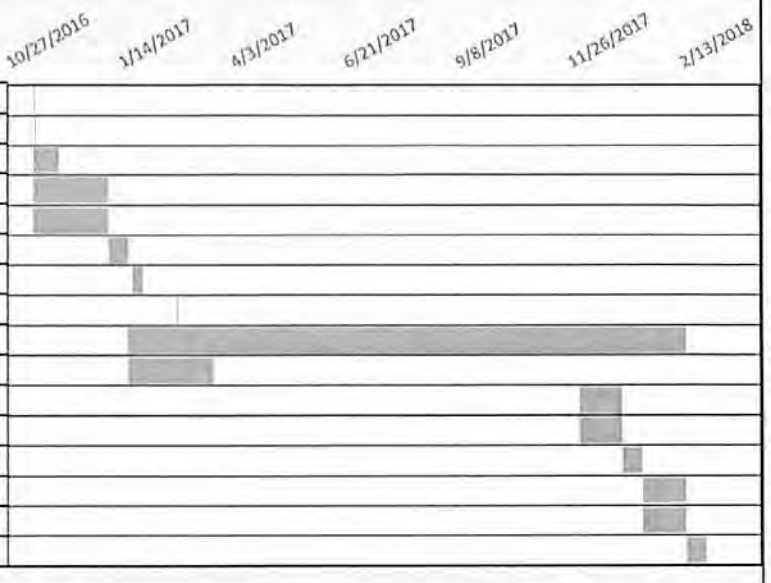
From: Byron Faircloth PSM 6764

G:\survey\QUOTES

Exhibit B

PROJECT TIMELINE - CR 95A AT OLD CHEMSTRAND ROAD

ACTIVITY	START	DURATION	END	NOTES
Notice to Proceed*	11/14/2016	1		
Kickoff Meeting	11/15/2016	1	11/15/2016	
Survey Work	11/14/2016	18	12/2/2016	
60% Design Plans Submittal	11/14/2016	53	1/6/2017	
Preliminary Cost Estimate	11/14/2016	53	1/6/2017	
60% Review	1/6/2017	14	1/20/2017	
Geotechnical Work	1/23/2017	7	1/30/2017	
Public Meeting	2/23/2017	1	2/23/2017	
Coordination with Railroad	1/20/2017	392	2/16/2018	Schedule subject to change
Coordination with FDOT	1/20/2017	60	3/21/2017	
90% Design Plans Submittal	12/3/2017	30	1/2/2018	
Final Draft Cost Estimate	12/3/2017	30	1/2/2018	
90% Review	1/2/2018	14	1/16/2018	
100% Design Plans Submittal	1/16/2018	31	2/16/2018	
Final Pricing Agreement	1/16/2018	31	2/16/2018	
100% Review	2/16/2018	14	3/2/2018	
Cushion	2/16/2018	26	3/14/2018	485 days of NTP = 3/14/2017



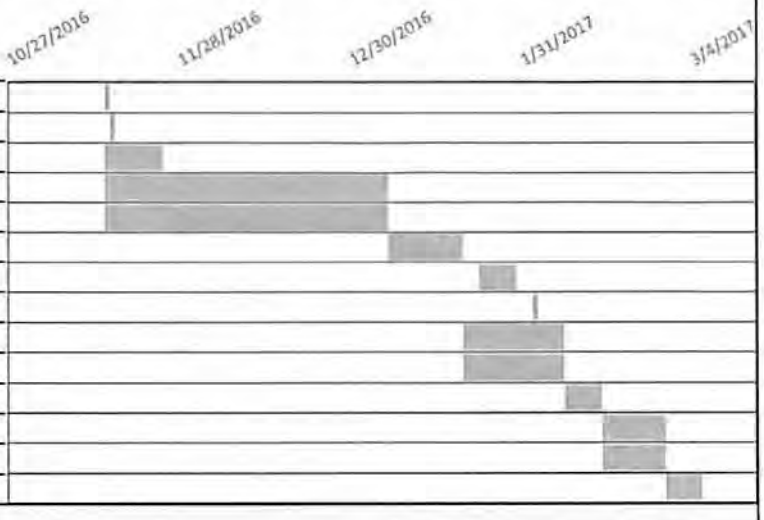
*Note: Subject to issuance of NTP

DAVENPORT

Exhibit B

PROJECT TIMELINE - CR 297A AT KINGSFIELD ROAD

ACTIVITY	START	DURATION	END	NOTES
Notice to Proceed*	11/14/2016	1		
Kickoff Meeting	11/15/2016	1	11/15/2016	
Survey Work	11/14/2016	11	11/25/2016	
60% Design Plans Submittal	11/14/2016	53	1/6/2017	
Preliminary Cost Estimate	11/14/2016	53	1/6/2017	
60% Review	1/6/2017	14	1/20/2017	
Geotechnical Work	1/23/2017	7	1/30/2017	
Public Meeting	2/2/2017	1	2/2/2017	
90% Design Plans Submittal	1/20/2017	19	2/8/2017	
Final Draft Cost Estimate	1/20/2017	19	2/8/2017	
90% Review	2/8/2017	7	2/15/2017	
100% Design Plans Submittal	2/15/2017	12	2/27/2017	
Final Pricing Agreement	2/15/2017	12	2/27/2017	
100% Review	2/27/2017	7	3/6/2017	
Cushion	2/27/2017	15	3/14/2017	120 days of NTP = 3/14/2017



*Note: Subject to issuance of NTP

DAVENPORT

SERVICE	HOURS	FEE	FEE	TYPE
Task 1. CR 95A at Old Chemstrand Road				
Task 1A. Traffic Signal Design – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.230	PM: 60 PE II: 40	$12,910		Lump Sum
Task 1B. Roadway Design for the Construction of Pedestrian Ramps – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.210	PM: 47 PE II: 86	$14,850		Lump Sum
Task1C. Public Involvement – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.181	PM: 7	$945		Lump Sum
Task 1D. Utility Coordination – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.270	PM: 20	$2,700		Lump Sum
Task 1E. Bidding Estimates – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.231	PM: 4 PE II: 5	$1,065		Lump Sum
Task 1F. Post Design Services – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.260	PM: 30 PE II: 20	$6,150		NTE
Task 1G. Geotechnical Engineering – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.600	-	$5,490		NTE
Task 1H. Surveying – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.300	-	$4,650		Lump Sum
Task 1I. Additional Meetings – CR 95A at Old Chemstrand Road DAVENPORT Project Number 167102.180	PM: 8	$1,080		NTE
Subtotal – CR 95A at Old Chemstrand Road		*$49,840*		
Task 2. CR 297A at Kingsfield Road				
Task 2A. Traffic Signal Design – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.232	PM: 50 PE II: 36	$11,140		Lump Sum
Task 2B. **OPTIONAL** Conceptual Roadway Design for the Future Turn Lane Improvements – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.200	PM: 12 PE II: 30		$4,500 (Optional)	Lump Sum
Task 2C. Roadway Design for the Construction of Pedestrian Ramps – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.211	PM: 63 PE II: 118	$19,890		Lump Sum
Task 2D. Public Involvement – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.181	PM: 7	$945		Lump Sum
Task 2E. Utility Coordination – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.271	PM: 16	$2,160		Lump Sum
Task 2F. Bidding Estimates – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.233	PM: 4 PE II: 5	$1,065		Lump Sum
Task 2G. Post Design Services – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.261	PM: 30 PE II: 20	$6,150		NTE
Task 2H. Geotechnical Engineering – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.601	-	$5,490		NTE
Task 1I. Surveying – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.300	-	$4,650		Lump Sum
Task 2J. Additional Meetings – CR 297A at Kingsfield Road DAVENPORT Project Number 167102.182	PM: 8	$1,080		NTE
Subtotal – CR 297A at Kingsfield Road		*$52,570*	*$4,500*	
TOTAL		**Base $102,410**	**Optional $4,500**	**Grand $106,910**

Notes:
1) PM = Project Manager, PE II = Project Engineer II.
2) These fees are valid for 90 days.
3) Refer to attached Standard Hourly Rates & Reimbursable Expenses Schedule for T&M type services.
4) Fees include reimbursable charges, including shipping and delivery charges.

Additional Services

Any change in scope will be considered additional services. Prior to beginning any additional services an addendum will be prepared for your authorization. Services provided beyond the scope of this proposal will be provided in accordance with our standard hourly rates & reimbursable expenses schedule.

Closure

If you find this proposal acceptable, please provide the appropriate purchase order and notice to proceed. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

Mary P. Morgan

Mary P. Morgan, PE

Enclosures: Manday Estimate - CR 95A at Old Chemstrand Road
Schedule - CR 95A at Old Chemstrand Road
Manday Estimate - CR 297A at Kingsfield Road
Schedule - CR 297A at Kingsfield Road
2016 Standard Hourly Rates & Reimbursable Expenses Schedule

cc: Accounting
File 167102

Exhibit C

DAVENPORT

Design Services for Traffic Signal Design for CR 95A at Old Chemstrand Road

PD NC 15-16.091 COUNTY: Escambia County, FL

DAVENPORT PRO. 167102

MAN-HOURS BY CLASSIFICATION

TASKS			Mary Morgan (Project Manager)	Royal Hinshaw (Project Manager)	John Townsend (Design Director)	Gregory Atkins (Project Manager)	Lori Boyer (Project Engineer II)	Cameron Clayton (Project Engineer I)	Tyesha Smoot (CAO)	Nathan Baskett (Administrative)	TOTAL
Standard Hourly Rate			$135.00	$135.00	$180.00	$135.00	$105.00	$90.00	$120.00	$40.00	
CR 95A at Old Chemstrand Road			(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	
Task 1A. Traffic Signal Design											
	Meet with Public Works Staff on Feasibility and Impact		2								2
	Cover Sheet & General Notes		1	2			2				5
	60% SignalPlans		4	12			16				32
	Railroad Preemption / Coordination with Railroad		2	10			2				14
	90% Signal Plans		4	10			10				24
	Structures Standards and Mast Arm Tabulation Sheet		1	4			4				9
	Final Plans		4	4			6				14
	Project management, coordination with County staff, team		2						2	2.5	6.5
		TOTAL HOURS	20	42	0	0	40	0	2	2.5	106.5
		COST	$2,700.00	$5,670.00	$0.00	$0.00	$4,200.00	$0.00	$240.00	$100.00	**$12,910.00**
Task 1B. Roadway Design for the Construction of Pedestrian Ramps											
	Project management, coordination with County staff, team				4	2					6
	Coordinate with County Surveyor and staff for the collection of surveying data							2			2
	Curb and gutter and curb ramps in each quadrant of the intersection				4	8		32			44
	Drainage, stormwater issues, as appropriate				4	8		24			36
	Permitting, as appropriate					4		4			8
	Submittals for 60%, 90%, and final plans				4	4		8			16
	Cost estimates – preliminary at 60%, final draft at 90%, Final Pricing Agreement at 100%				1	4		16			21
		TOTAL HOURS	0	0	17	30	0	$86.00	$0.00	$0.00	133
		COST	$0.00	$0.00	$3,060.00	$4,050.00	$0.00	$7,740.00	$0.00	$0.00	**$14,850.00**
Task 1C. Public Involvement											0
	Public Meeting		2								2
	Preparation - coordination with County, meeting materials, exhibits, etc		5								5
		TOTAL HOURS	7	0	0	0	0	0	0	0	7
		COST	$945.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$945.00**

Exhibit C

DAVENPORT

Design Services for Traffic Signal Design for CR 95A at Old Chemstrand Road

PD NC 15-16.091 **COUNTY:** Escambia County, FL

DAVENPORT PRO. 167102

MAN-HOURS BY CLASSIFICATION

TASKS	Mary Morgan (Project Manager)	Royal Hinshaw (Project Manager)	John Townsend (Design Director)	Gregory Atkins (Project Manager)	Lori Boyer (Project Engineer II)	Cameron Clayton (Project Engineer I)	Tyesha Smoot (CAO)	Nathan Baskett (Administrative)	TOTAL
Standard Hourly Rate	$135.00	$135.00	$180.00	$135.00	$105.00	$90.00	$120.00	$40.00	
CR 95A at Old Chemstrand Road	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	
Task 1D. Utility Coordination									0
Coordination	9	9							18
Plan-in-hand walk through	2								2
TOTAL HOURS	11	9	0	0	0	0	0	0	20
COST	$1,485.00	$1,215.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$2,700.00**
Task 1E. Bidding Estimates									0
Bid documents		1			2				3
Pre-bid meeting	1								1
Respond to RFI		1			1				2
Tabulate bids or pricing agreemetn totals		1			2				3
TOTAL HOURS	1	3	0	0	5	0	0	0	9
COST	$135.00	$405.00	$0.00	$0.00	$525.00	$0.00	$0.00	$0.00	**$1,065.00**
Task 1F. Post Design Services									0
Preconstruction Conference	2								2
Biweekly meetings	4								4
As-built certification		4			16				20
Coordination	10	10			4				24
TOTAL HOURS	16	14	0	0	20	0	0	0	50
COST	$2,160.00	$1,890.00	$0.00	$0.00	$2,100.00	$0.00	$0.00	$0.00	**$6,150.00**
Task 1H. Additional Meetings									0
Meeting time	8								8
TOTAL HOURS	8	0	0	0	0	0	0	0	8
COST	$1,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$1,080.00**
TOTAL MAN-HOURS	55	68	17	30	65	86	2	2.5	333.5
TOTAL MAN-DAYS	6.875	8.5	2.125	3.75	8.125	10.75	0.25	0.3125	41.6875
TOTAL COST	0	0	0	0	0	0	0	0	**$39,700.00**

Exhibit C

DAVENPORT

Design Services for Traffic Signal Design for CR 297A at Kingsfield Road

PD NO: 15-16.091 COUNTY: Escambia County, FL

DAVENPORT PROJE(167102

MAN-HOURS BY CLASSIFICATION

TASKS	Mary Morgan (Project Manager)	Royal Hinshaw (Project Manager)	John Townsend (Design Director)	Gregory Atkins (Project Manager)	Lori Boyer (Project Engineer II)	Cameron Clayton (Project Engineer I)	Tyesha Smoot (CAO)	Nathan Baskett (Administrative)	TOTAL
Standard Hourly Rate	$135.00	$135.00	$180.00	$135.00	$105.00	$90.00	$120.00	$40.00	
CR 297A at Kingsfield Road	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	
Task 2A. Traffic Signal Design									
Meet with Public Works Staff on Feasibility and Impact	2								2
Cover Sheet & General Notes	1	2			2				5
60% SignalPlans	4	12			16				32
90% Signal Plans	4	10			8				22
Structures Standards and Mast Arm Tabulation Sheet	1	4			4				9
Final Plans	4	6			6				16
Project management, coordination with County staff, team	2						2	2.5	6.5
TOTAL HOURS	18	34	0	0	36	0	2	2.5	92.5
COST	$2,430.00	$4,590.00	$0.00	$0.00	$3,780.00	$0.00	$240.00	$100.00	**$11,140.00**
Task 2B. Conceptual Roadway Design for the Future Turn Lane Improvements									
Concept Design			4	8		30			42
TOTAL HOURS	$0.00	0	4	8	0	30	0	0	42
COST	$0.00	$0.00	$720.00	$1,080.00	$0.00	$2,700.00	$0.00	$0.00	**$4,500.00**
Task 2C. Roadway Design for the Construction of Pedestrian Ramps									
Project management, coordination with County staff, team			4	2					6
Coordinate with County Surveyor and staff for the collection of surveying data						2			2
Curb and gutter and curb ramps in each quadrant of the intersection			4	16		48			68
Drainage, stormwater issues, as appropriate			4	16		40			60
Permitting, as appropriate				4		4			8
Submittals for 60%, 90%, and final plans			4	4		8			16
Cost estimates – preliminary at 60%, final draft at 90%, Final Pricing Agreement at 100%			1	4		16			21
TOTAL HOURS	$0.00	0	17	46	0	118	0	0	181
COST	$0.00	$0.00	$3,060.00	$6,210.00	$0.00	$10,620.00	$0.00	$0.00	**$19,890.00**
Task 2D. Public Involvement									0
Public Meeting	2								2
Preparation - coordination with County, meeting materials, exhibits, etc	5								5
TOTAL HOURS	7	0	0	0	0	0	0	0	7
COST	$945.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$945.00**

Exhibit C

DAVENPORT

Design Services for Traffic Signal Design for CR 297A at Kingsfield Road

PD NO: 15-16.091 COUNTY: Escambia County, FL

DAVENPORT PROJE(167102

MAN-HOURS BY CLASSIFICATION

TASKS	Mary Morgan (Project Manager)	Royal Hinshaw (Project Manager)	John Townsend (Design Director)	Gregory Atkins (Project Manager)	Lori Boyer (Project Engineer II)	Cameron Clayton (Project Engineer I)	Tyesha Smoot (CAO)	Nathan Baskott (Administrative)	TOTAL
Standard Hourly Rate	$135.00	$135.00	$180.00	$135.00	$105.00	$90.00	$120.00	$40.00	
CR 297A at Kingsfield Road	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	(hr)	
Task 2E. Utility Coordination									0
Coordination	7	7							14
Plan-in-hand walk through	2								2
TOTAL HOURS	9	7	0	0	0	0	0	0	16
COST	$1,215.00	$945.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$2,160.00**
Task 2F. Bidding Estimates									0
Bid documents		1			2				3
Pre-bid meeting	1								1
Respond to RFI		1			1				2
Tabulate bids or pricing agreemetn totals		1			2				3
TOTAL HOURS	1	3	0	0	5	0	0	0	9
COST	$135.00	$405.00	$0.00	$0.00	$525.00	$0.00	$0.00	$0.00	**$1,065.00**
Task 2G. Post Design Services									0
Preconstruction Conference	2								2
Biweekly meetings	4								4
As-built certification		4			16				20
Coordination	10	10			4				24
TOTAL HOURS	16	14	0	0	20	0	0	0	50
COST	$2,160.00	$1,890.00	$0.00	$0.00	$2,100.00	$0.00	$0.00	$0.00	**$6,150.00**
Task 2I. Additional Meetings									0
Meeting time	8								8
TOTAL HOURS	8	0	0	0	0	0	0	0	8
COST	$1,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$1,080.00**
TOTAL MAN-HOURS	51	58	17	46	61	118	2	2.5	405.5
TOTAL MAN-DAYS	6.375	7.25	2.125	5.75	7.625	14.75	0.25	0.3125	50.6875
TOTAL COST	0	0	0	0	0	0	0	0	**$46,930.00**

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications, and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and countersigned by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, who assumes responsibility for the results of performing the requirements for any County inspection and test contained in the specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under this contract conform to the drawings, specifications and contract requirements listed herein, including any applicable levels for the characteristics of manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item in quantity within allowable variations. If the Contractor delivers and the County retains quantities of any item in excess of those so called for (after considering any allowable variations in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the Contractor therefor. Quantities in excess of $100 will, at the option of the County, either be returned at the Contractor's expense (freight and all) or paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver materials of the quality or within the time specified, the County may cancel order and purchase elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS - All shipments under this order shall be accompanied with delivery tickets or sales slips in triplicate which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of sale
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of same, gross less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems provided that the invoice is itemized to provide this information); and
7. Date of delivery or shipment.

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of the two copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, be advised that in the event a single shipment is received containing supplies purchased by more than one agency, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the damaged item(s) and container in the original packing(s) until inspection is performed by the carrier and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that any applicable laws and regulations of governmental authority covering the production of materials specified herein have been complied with and that the County, its officers and employees are indemnified from and against any liability resulting from contractor's failure to do so.

8. TAXES - The County is exempt from Federal Excise Taxes and transportation charges and any Federal Excise Tax included in the contract price will be deducted. The County will not reimburse you for the taxes paid. Certificates will be furnished upon request.

9. WARRANTIES - In addition to the warranties implied by statute of common law, or otherwise elsewhere in this order, Contractor expressly warrants that all material or services covered hereby shall be fit for such purpose, conform to the specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be merchantable quality, and free from defective workmanship and materials in specified design, merchantable quality and workmanship, and free from all patent and latent defects. The County's failure to give notice to Contractor of any defect shall not relieve Contractor from its warranty. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials which may be discovered within twelve months or repair by the County, unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify the County against all claims, judgements and costs arising from infringement or alleged infringement of any patent or copyright on the goods delivered hereunder. Contractor shall immediately inform the County of any proceeding brought against the County and, if requested by the County, shall defend such proceeding on behalf of the County. Contractor shall pay all damages and costs awarded against the County in any such proceeding. If the County is enjoined from the use of the goods or any part thereof as a result of such proceeding, Contractor shall promptly, at its own expense and at its option and discretion, procure for the County the right to continue using the goods or part thereof, or replace or modify the same so that they become non-infringing.

11. INSTALLATION - If this order requires the services of Contractor's agents or employees on County premises, such agents or employees shall be trained and experienced in the trade or trades involved, and shall observe and abide by all applicable laws, ordinances and regulations. Contractor assumes full responsibility for their acts and omissions, and agrees to save the County harmless from any claims arising therefrom and to assume all tax liability, social security and other taxes imposed upon the employer by law. Contractor will indemnify and hold the County harmless from any loss whatever to persons or property caused by the performance of this order by Contractor, its agents or employees. Contractor shall maintain and keep in force, at its own expense, all insurance necessary to protect it and the County from and against claims under the Workmen's Compensation Act and from and against claims for bodily injury, death or property damage occurring or alleged to occur as a result of the performance of this order by Contractor, its agents or employees. Contractor shall furnish an Indemnification Certificate to the County prior to commencement of work hereunder. If Contractor fails to maintain and keep in force the insurance and indemnification required hereunder, Contractor agrees to indemnify the County for any loss, cost or expense which would have been covered by such insurance. Contractor shall be solely responsible for accident or theft of property, tools, or equipment belonging to Contractor, its agents or employees in connection with this order.

12. NON-DISCLOSURE - All information furnished by the County, or its representatives, Contractor shall not reveal to third parties, under any circumstances, any other information made to the official order of County or use reproductions thereof, or any products or services developed for County, during the course of performing this order.

13. CONDITION FOR ASSIGNMENT - This contract or any portion thereof shall not be assigned in full or part without the written consent of the County, nor shall Contractor delegate any of its obligations under this order.

14. CHANGES - The Purchasing Manager may, from time to time, order changes in the terms of this order by written order and without notice to the sureties, if any, in the services to be performed hereunder. Such changes may include, but not be limited to, changes in the drawings, designs or specifications, where the work is to be performed, and the hours of the day or days of the week that the Contractor is authorized to perform the work. If such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this order, whether or not changed by any order, or otherwise affect any other terms and conditions of this order, the Purchasing Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify this order accordingly. Any claim by the Contractor for adjustment hereunder must be asserted within 30 days from the date of receipt by the Contractor of the notification of change, unless the Purchasing Manager grants a further period of time before the date of final payment under this order. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. [illegible]

16. INVOICING AND PAYMENT - [illegible] Payment shall be made in accordance with Section 218.74 Florida Statutes, which provides that County warrants will be issued within forty (40) days after receipt of a proper invoice or the delivery of goods or services, whichever is later. The time period herein is subject to change by the County in the event the County elects to participate in a program offered by the State of Florida or the Federal government. Contractor agrees to comply with any procedures adopted by the County in order to implement any such program.

17. DISCOUNTS - Only any discounts time will be computed from date of delivery of the supplies or from date correct invoices are received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager, the matter may then be appealed through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the Board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11,755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, public enemy, war, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries for the period of time during which such prevention or restriction. At County's option, deliveries so omitted shall be made up at a time thereof to the vendor upon resolution of such contingency, even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners, duly authorized representative, that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County, with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract; provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representatives, make such findings, shall be in issue and may be reviewed in any competent court; (b) In the event this contract is terminated as provided in paragraph (a) hereof, the County shall be entitled: (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor; and (b) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representatives) which shall be not less than three nor more than ten times the costs incurred by the Contractor as provided in any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice may terminate this contract, in whole or in part, for failure of the Contractor to perform the provisions hereof. In such event the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default or that the Contractor's failure to perform is without its and fault, the contract shall, at the option of the County, be terminated pursuant to the provisions of the clause entitled "Termination for Convenience" and the rights and obligations of the parties shall be governed by such provisions. Payment for completed supplies delivered to and accepted by the County shall be at the contract price. The County may withhold from amounts due the Contractor such sums as the Purchasing Manager deems to be necessary to protect the County against loss because of outstanding liens or claims of former lien holders and to reimburse the County for the excess costs incurred in procuring similar goods and services. This right is in addition to any other rights and remedies provided by law or under this contract.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is so terminated, the Contractor shall be compensated for actual costs incurred prior to the date of termination, but no amount shall be allowed for anticipated profit on unperformed services or other work. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for money due or to become due from the County under this contract may be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), but any payments to an assignee of any money due or to become due under this contract shall, nevertheless be subject to all deductions, set-offs or claims which the County may have against the Contractor whether arising hereunder or otherwise.

26. EXTENT OF OBLIGATION - The County's obligations for the current fiscal year are limited to the extent of funds appropriated for the purpose by the Board of County Commissioners.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be no higher than those charged to the supplier's most favored customer, in addition to any discount.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will not discharge or refuse to consider concurrence of employees with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve authorize the County Administrator to sign the Agreements between Escambia County and Coastal Reef Builders, Inc., and David Marsh Walter d/b/a Walter Marine, per the terms and conditions of PD 15-16.080, (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1A: Small Tetrahedron Reef Modules, and per the terms and conditions of the Agreement between Escambia County and the State of Florida Fish and Wildlife Commission, Grant Agreement No. 15153, which is incorporated into the Agreements, for the amount of $50,000 each.

[Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222004, Object Code 56301]

7. Recommendation Concerning PD 15-16.081, (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1B: Large Tetrahedron Reef Modules - Claudia Simmons, Office of Purchasing, Purchasing Manager

   That the Board approve authorize the County Administrator to sign the Agreement between Escambia County and David Marsh Walter d/b/a Walter Marine, per the terms and conditions of PD 15-16.081, (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1B: Large Tetrahedron Reef Modules, and per the terms and conditions of the Agreement between Escambia County and the State of Florida Fish and Wildlife Commission, Grant Agreement No. 15153, which is incorporated into the Agreement, for the amount of $100,000.

   [Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222004, Object Code 56301]

8. Recommendation Concerning PD15-16.083, (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1D: Large Dome Reef Modules - Claudia Simmons, Office of Purchasing, Purchasing Manager

   That the Board approve authorize the County Administrator to sign the Agreement between Escambia County and Coastal Reef Builders, Inc., per the terms and conditions of PD 15-16.083, (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1D: Large Dome Reef Modules, and per the terms and conditions of the Agreement between Escambia County and the State of Florida Fish and Wildlife Commission, Grant Agreement No. 15153, which is incorporated into the Agreement, for the amount of $100,000.

   [Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222004, Object Code 56301]

   17000 862

9. Recommendation Concerning Contract Award for Design Services for Traffic Signal Design for County Road 95A at Chemstrand Road and County Road 297A at Kingsfield Road - Claudia Simmons, Office of Purchasing, Purchasing Manager

   That the Board approve and authorize the County Administrator to sign the

Agreement between Escambia County, Florida, and John Davenport Engineering, Inc., per the terms and conditions of PD 15-16.091, Design Services for Traffic Signal Design for County Road (CR) 95A at Chemstrand Road and CR 297A at Kingsfield Road, for a lump sum of $102,410, basic services and optional services of $4,500, providing a total of $106,910.

[Funding: Lost III 352, Cost Center 210107, Object Code 56301, Project 16EN3495]

10. Recommendation Concerning the Supplemental Budget Amendment #13 to Provide Funding for the Increase in the Employer's Contributions for the Health Insurance - Amy Lovoy, Assistant County Administrator

    That the Board adopt the Resolution approving Supplemental Budget Amendment #13, in the amount of ($547,836) in various funds reducing the charge for workers' compensation to each employee's Cost Center by 10%, decreasing the charge to certain funds for property/casualty insurance, reducing certain other accounts, and increasing the account for the employer's health insurance charge.

11. Recommendation Concerning Supplemental Budget Amendment #009 - Stephan Hall, Budget Manager, Management and Budget Services

    That the Board adopt the Resolution approving Supplemental Budget Amendment #009, General Fund (001) and the Community Redevelopment Fund (151), a reduction in the amount of $76,294, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts; this adds $156,493 to reserves for operating, reduces the County TIF Areas by $76,294, and reduces the allocation to the City of Pensacola TIF Areas by $80,199, based on the final certification of property values.

12. Recommendation Concerning an Interest-Free Interfund Loan between the General Fund (001) and the Mass Transit Fund (104) - Stephan Hall, Budget Manager, Management and Budget Services

    That the Board take the following action:

    A. Approve a revolving interfund loan from the General Fund (001) to the Mass Transit Fund (104), in an amount not to exceed $4,000,000, to cover temporary cash shortfalls until Grant reimbursements are received by January 31, 2017; and

    B. Waive all interest payments on any outstanding balance on this revolving interfund loan.

    This interfund loan request is necessary due to the Federal Transit Authority (FTA) system shutdown in September 2016 and conversion to the new TrAMs System during August 2016 with continuing system maintenance/adjustments. The TrAMs System will reopen January 2017 with Grant funds available to repay the interfund loan proceeds back to the General Fund (001) in a time frame not to exceed January 31,2017.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11221 **County Administrator's Report**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/03/2016
Issue: Contract Award for Design Services for Traffic Signal Design for CR 95A at Old Chemstrand Road and CR 297A at Kingsfield Road
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Design Services for Traffic Signal Design for CR 95A at Chemstrand Road and CR 297A at Kingsfield Road - Claudia Simmons, Office of Purchasing, Purchasing Manager.

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and John Davenport Engineering, Inc., per the terms and conditions of PD 15-16.091, Design Services for Traffic Signal Design for CR 95A at Chemstrand Road and CR 297A at Kingsfield Road, for a lump sum of $102,410 basic services and optional services of $4,500, providing a total of $106,910.

[Funding: Lost III 352, Cost Center 210107, Object Code 56301, Project 16EN3495]

BACKGROUND:

CR 95A / Old Chemstrand Road Mast Arm Signal
This intersection is comprised of two 36" stop signs requiring vehicles traveling north-south on CR 95A to stop and yield right of way to vehicles traveling east-west on Old Chemstrand Road. Consequential traffic crash data have revealed that frequent angle collisions has exceeded five crashes per year since 2009. In addition, the subject intersection also meets the Manual on Uniform Traffic Control Devices (MUTCD) signal warrant (crash experience) which can be utilized as a standalone warrant to justify the installation of a traffic signal. The signal has been justified at this time and with railroad pre-emption and FDOT signalization (US29) coordination the intersection should greatly improve the level

of service to commuters during AM and PM hour periods.

CR 297A / Kingsfield Road Mast Arm Signal
This intersection is comprised of two classified collector roadways and is currently under multi-way stop control consisting of four 36" stop signs and an overhead span wire mounted flashing red beacon. Based on recent and historical traffic counts; volumes at this intersection have increased 17% since 2008 and will be expected to continue with the ongoing growth experienced in the surrounding portion of the county. Proposed addition of an elementary school and current construction of a residential subdivision will add significant impact during peak hours to an intersection that has already begun experiencing extensive queuing and delay. Signalization is justifiable at this time and should greatly improve the level of service afforded to commuters during AM and PM hour periods.

Requests for Letters of Interest, PD 15-16.091, Design Services for Traffic Signal Design for CR 95A at Chemstrand Road and CR 297A at Kingsfield Road, were publicly noticed in the Pensacola News Journal on Monday, August 22, 2016. In addition to being sent to one hundred eighty three firms directly via the GFS email system. Responses were received from three firms on Wednesday, September 07, 2016. Discussions were held with three firms on Tuesday, September 20, 2016. The selection committee ranked the firms in the following order:

1. John Davenport Engineering, Inc. (d/b/a Davenport)
2. Volkert, Inc.
3. Dantin Consulting, Inc.

Negotiations were held with John Davenport Engineering, Inc., (d/b/a Davenport) on Tuesday, October 04, Tuesday, October 11, Wednesday, October 12 and Friday, October 21, 2016 resulting with a final negotiated total fee of $106,910.

BUDGETARY IMPACT:
[Funding: Lost III 352, Cost Center 210107, Object Code 56301, Project 16EN3495]

LEGAL CONSIDERATIONS/SIGN-OFF:
Attorney Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

PERSONNEL:
All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Fl 1999, Chapter 46, Finance, Article II Purchases and Contracts.

CR 95A / Old Chemstrand Road Mast Arm Signal
This intersection is comprised of two 36" stop signs requiring vehicles traveling north-south on CR 95A to stop and yield right of way to vehicles traveling east-west on Old Chemstrand Road. Consequential traffic crash data have revealed that frequent angle collisions has exceeded five crashes per year since 2009. In addition, the subject intersection also meets the Manual on Uniform Traffic Control Devices (MUTCD) signal warrant (crash experience) which can be utilized as a standalone warrant to justify the installation of a traffic signal. The signal has been justified at this time and with railroad pre-emption and FDOT signalization (US29) coordination the intersection should greatly improve the level of service to commuters during AM and PM hour periods.

CR 297A / Kingsfield Road Mast Arm Signal
This intersection is comprised of two classified collector roadways and is currently under multi-way stop control consisting of four 36" stop signs and an overhead span wire mounted flashing red beacon. Based on recent and historical traffic counts; volumes at this intersection have increased 17% since 2008 and will be expected to continue with the ongoing growth experienced in the surrounding portion of the county. Proposed addition of an elementary school and current construction of a residential subdivision will add significant impact during peak hours to an intersection that has already begun experiencing extensive queuing and delay. Signalization is justifiable at this time and should greatly improve the level of service afforded to commuters during AM and PM hour periods.

Requests for Letters of Interest, PD 15-16.091, Design Services for Traffic Signal Design for CR 95A at Chemstrand Road and CR 297A at Kingsfield Road, were publicly noticed in the Pensacola News Journal on Monday, August 22, 2016. In addition to being sent to one hundred eighty three firms directly via the GFS email system. Responses were received from three firms on Wednesday, September 07, 2016. Discussions were held with three firms on Tuesday, September 20, 2016. The selection committee ranked the firms in the following order:

1. John Davenport Engineering, Inc. (d/b/a Davenport)
2. Volkert, Inc.
3. Dantin Consulting, Inc.

Negotiations were held with John Davenport Engineering, Inc., (d/b/a Davenport) on Tuesday, October 04, Tuesday, October 11, Wednesday, October 12 and Friday, October 21, 2016 resulting with a final negotiated total fee of $106,910.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

Attachments

Agreement w Exhibits

Transmittal Sheet

USE THIS FORM FOR PROJECTS FUNDED WITH COUNTY FUNDS ONLY

COUNTY ENGINEERING TO THE OFFICE OF PURCHASING

OR

Transportation & Traffic Operatipons TO THE OFFICE OF PURCHASING

DEPARTMENT NAME

Project (Formal Name): CR 297A at Kingsfield Road Traffic Signal Design

Department Contact: Shomari Rawls

Ph: 850.595.3425 Cell: _____ Fax: 850.595.3405

Date: 7-11-2016

Requisition Attached: ☐ Yes ☐ No

CERTIFICATION FOR DISCLOSURE OF FUNDING BY: Robin A Lambert Digitally signed by Robin A Lambert DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflambert@myescambia.com, c=US Date: 2016.07.12 11:25:14 -05'00'

(NAME)

FUND NAME LOST III **FUND NUMBER** 352

Cost Center: 210107 Object Code: 56301 Project # 16EN3495

(Provide Details If All The Funds Are Not Available Within Your Departmental Budget Attach Sheet(s).

Type of Project:

CCNA:
*Study Est. Cost: _____
*Construction Est. Cost: _____
*Independent Government Estimate (IGE)

Construction:
*Est. Cost: _____

CONSTRUCTION PROJECT

PERMITS: ☐ Yes ☐ No Comments: _____

Number of days to Substantial Completion..... 60 days

Number of days to Final Completion ..... 30 days

Liquidated Damages Amount..... 1,000.00 per day

CD w/ Drawings and Technical Specs..... _____

Intent/SOW brief Summary Statement..... yes

Projected Advertising Date..... _____

Projected Pre-Solicitation Date (**Non-Mandatory/Mandatory**) _____
(Projected dates to be finalized by assigned Purchasing Agent)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12075 **County Administrator's Report 11. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Acceptance of a Permanent Easement from International Paper for Muscogee Road (County Road 184) Widening and Drainage Improvements
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Permanent Easement from International Paper Company for Muscogee Road (County Road 184) Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a permanent easement from International Paper Company along Muscogee Road (County Road 184) between Beulah Road and Carlisle Drive for widening and drainage improvements:

A. Accept the donation of a permanent easement from International Paper Company along Muscogee Road (County Road 184) between Beulah Road and Carlisle Drive for widening and drainage improvements;

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

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

D. Authorize 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.

NOTE: The County Attorney's Office has requested that the Board be made aware of the following: The scope of the County Attorney's review and approval does not include sections 8, 9, 10, and 13 of the easement, which requires the County to directly or indirectly provide indemnities, waivers, purchase insurance, and pay the other party's

attorneys' fees. The County Attorney advises against agreeing to these provisions because they would require the County to pay for damages, injuries, and expenses that the County is not otherwise legally obligated to pay. Additionally, the insurance provisions in section 10 would require the County to improperly expend public funds to purchase insurance for a private party.

[Funding: Fund 352, "LOST III," Cost Center 210107, Project #09EN0115 "Muscogee Road"]

BACKGROUND:

The purpose of this Easement is to allow Escambia County to continue maintenance in the described area and make improvements associated with widening the road. These improvements will include drainage upgrades and adding paved shoulders to Muscogee Road (County Road 184).

BUDGETARY IMPACT:

Funds for the project are available in Fund 352 "LOST III", Cost Center 210107, Project #09EN0115 "Muscogee Road".

LEGAL CONSIDERATIONS/SIGN-OFF:

The scope of the County Attorney's review and approval does not include sections 8, 9, 10, and 13 of the easement, which require the County to directly or indirectly provide indemnities, waivers, purchase insurance, and pay the other party's attorneys' fees. The County Attorney advises against agreeing to these provisions because they would require the County to pay for damages, injuries, and expenses that the County is not otherwise legally obligated to pay. Additionally, the insurance provisions in section 10 would require the County to improperly expend public funds to purchase insurance for a private party.

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

Permanent Easement

Map

Easement Drawing

PERMANENT EASEMENT

KNOW ALL MEN BY THE PRESENTS: That **INTERNATIONAL PAPER COMPANY**, a New York corporation, (hereinafter referred to as "Grantor"), having an address at 6400 Poplar Avenue, Memphis, Tennessee 38197 for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto **ESCAMBIA COUNTY**, a political subdivision of the State of Florida and its successors (hereinafter referred to as "Grantee") having its principal place of business at 221 Palafox Place, 4th Floor, Pensacola, Florida 32502, a non-exclusive permanent easement and right of way (the "Easement") to enter upon the lands of the Grantor situated in the County of Escambia, State of Florida and more particularly described as follows:

The Easement Area is described in Exhibit "A" attached hereto and incorporated herein.

1. The purpose of this Easement is to allow Grantee to continue maintenance in the described area and make improvements associated with widening the road. These improvements will include drainage upgrades and adding paved shoulders to Muscogee Road (County Road 184).

2. Grantee shall keep the Easement Area (and any adjacent land) in a sanitary condition, free from its trash, litter and unnecessary equipment. Failure to do so shall give Grantor the right to take the necessary action to maintain the property in the desired condition at Grantee's expense.

3. Grantee shall pay a total amount of $0.00 to Grantor for use of the easement area as set forth herein.

4. Should the maintenance or construction not be made on the Easement Area within a period of one (1) year from the date hereof or the Easement herein granted be abandoned for a period of one (1) year, the same shall revert to Grantor without further action and all rights granted hereby shall cease.

5. Grantor agrees for itself and its permitted assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building or other permanent structures on the Easement Area.

6. Grantee shall fully comply with all applicable laws, rules, regulations and requirements of any federal, state or local government, authority, agency, commission

or regulatory body insofar as any of the same may apply to the use of the Easement Area for the purposes herein granted, and particularly as such laws, rules, regulations and requirements may relate to protection of the environment, water and air, and the prevention of forest fires.

7. The within grant is made without warranty of any kind, express or implied, and Grantee accepts the Easement Area in its existing condition representing unto Grantor that it is thoroughly familiar with such condition.

8. Grantee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Grantee agrees to be responsible for its negligent or tortious acts or omissions and agrees to be liable for damages proximately caused by those acts or omissions to the extent set forth in Section 768.28, Florida Statutes. To the extent allowed under Florida law, Grantee shall hold Grantor harmless for any and all damages related to or in connection with this Easement and/or the storm water retention pond, including without limitation, flooding, storm water or other water inundation events should any surrounding properties suffer such damages.

9. No provision of this Easement shall be construed, or in any way is intended to be construed, as a waiver of Grantee's sovereign immunity as any such waiver is solely established pursuant to the procedures set forth in Section 768.28, Fla. Stat. Notwithstanding the foregoing, Grantee may be liable to Grantor to the extent permitted under Section 768.28, Fla. Stat. Grantee is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

10. Grantee shall require all contractors and subcontractors who access the premises and Easement Areas to perform work on behalf of the Grantors under the provisions of this Easement to procure and maintain at all times, the following insurance coverage types and amounts of insurance coverage on policies issued on an "occurrence" basis:

(a) Workers' Compensation Insurance (or qualification as a self-insurer) sufficient to satisfy the laws of the state in which the property subject to this Easement is located and Employer's Liability Insurance that covers both "bodily injury by accident" and "bodily injury by disease" with limits of not less than $500,000;

(b) Commercial General Liability Insurance that covers bodily injury, personal injury, and property damage, including but not limited to products liability, completed operations, and contractual liability coverage, with per occurrence limits of not less than $2,000,000

and an aggregate limit of not less than $2,000,000. Commercial General Liability Insurance shall include "contractual" coverage for the indemnity clause set forth in Section 12 below; and

(c) Automobile Liability Insurance on any owned, non-owned, or hired vehicle, with per occurrence limits for both bodily injury and property damage of not less than $1,000,000;

With respect to the insurance provided by such contactor or subcontractor under this Section, Grantee shall require that each contractor and subcontractor procure from each insurer a waiver of subrogation in Grantor's favor. Attorneys' fees and costs shall be in addition to the policy limits set forth above, unless approved in writing by Grantor. Said contractor and subcontractor is responsible for payment of all deductibles, self-insured retentions and/or similar charges for the coverage required under this Section.

Grantee shall require that each contractor and subcontractor makes Grantor an additional insured on the contractor's and subcontractor's Commercial General Liability and Automobile Liability insurance policies, and provide Grantor with copies of policy endorsements reflecting Grantor's status as an additional insured thereunder. It is hereby agreed that all insurance coverage available to Grantor under contractor's and subcontractor's policies will be primary without right of contribution from any other insurance carried by or on behalf of Grantor, and that all of contractor's and subcontractor's insurance policies identified above will so indicate.

In addition to the policy endorsements making Grantor an additional insured under contractor's and subcontractor's policies, contractors and subcontractors are required to provide Grantor with written certificates of insurance evidencing contractor's and subcontractor's compliance with the requirements of this Section. These certificates of insurance must provide that the policies in force listed therein cannot be canceled for any reason unless Grantor is given at least thirty (30) days' advance written notice of cancellation (except ten (10) days' written notice for nonpayment of premium). Grantee hereby agrees that if the contractors and subcontractors fail to furnish the policy endorsements and/or the certificates of insurance required hereunder, or if Grantor receives notice that any policy of insurance issued to the contractors and subcontractors have been canceled or no longer meets the requirements of this Section, then Grantor may 1) suspend this Easement until insurance is obtained; 2) terminate this Easement immediately for cause; or 3) obtain forced placement insurance that meets the requirements of this Section at Grantee's sole cost from any broker or insurer satisfactory to Grantor.

11. In the event Grantee defaults in the performance of any provisions or covenant hereof and thereafter fails to cure or correct such default within thirty (30) days after

written notice of such default, Grantor may at its option perform said obligation of Grantee and Grantee shall reimburse all reasonable costs of Grantor doing so immediately upon demand.

12. This Easement and all rights hereunder are subject to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, oil, gas and mineral leases, reservations and other matters affecting the Easement Area, either of record or apparent on the ground. It is distinctly understood and agreed that Grantor by this grant, grants no greater rights than it is permitted to grant in view of such liens, easements, leases, servitudes, rights-of-way, oil, gas and mineral leases, reservations, and other grants and encumbrances aforesaid.

13. Grantor shall not be responsible for any acts, omission, liabilities, damages or injuries whatsoever pertaining to this Easement or the Easement Area that were not caused solely by Grantor's negligence. To the extent permitted by applicable law, Grantee shall include in all contractor and subcontractor contracts for work to be performed in the Easement area pursuant to this Easement the following: "Contractor and Subcontractors each assumes the defense and the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including resulting death) to all persons, whether employed by the Grantee, Contractor or Subcontractors or otherwise, and to all property caused by, resulting from, arising out of, or occurring in connection with actions by the Grantee, Contractor and Subcontractors, or any agent or invitee of Grantee, Contractor and Subcontractors, related to this Easement. If any person makes a claim for any such damage or injury (including death resulting therefrom) as hereinabove described, Contractor and Subcontractor each agrees to indemnify and save harmless Grantor, its agents, servants and employees (collectively, "Grantor Indemnitees") from and against any and all loss, damage, injury or expense including reasonable attorney's fees that Grantor Indemnitees may sustain as a result of any such claims, and Contractor and Subcontractor agrees to assume, on behalf of Grantor Indemnitees, the defense of any action at law or in equity, which may be brought against Grantor Indemnitees upon such claim and to pay on behalf of Grantor Indemnitees upon demand, the amount of any judgment that may be entered against Grantor Indemnitees in any such action. In any suit or claim by Grantor, Contractor and Subcontractor each hereby expressly waives any immunity from suit which might otherwise be conferred by the Workers' Compensation laws of any jurisdiction and which would preclude enforcement of this indemnification clause by Grantor, and Contractor and Subcontractor further agrees to pay any reasonable attorney's fees incurred by Grantor in securing compliance with the provisions of this indemnification.

14. Grantee and its successors shall not assign, give rights to a third party in or otherwise transfer its interest in this Easement without the prior written consent of the

Grantor, which may be exercised or withheld in Grantor's sole and absolute discretion.

15. In the event any suit or other proceeding is instituted by either Grantor or Grantee against the other to enforce or interpret any part of this Easement, each party shall bear its own attorney's fees, court costs and litigation expenses therein, as well as in any appeal from same. Notwithstanding the foregoing, Grantor shall not be precluded from recovering attorney fees from Grantee's contractors and subcontractors pursuant to Section 12 above.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set its hand and seal this the ___ day of April, 2017.

GRANTOR:
INTERNATIONAL PAPER COMPANY

Witness:

_____
_____

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

I, _____, a notary public, in and for said County in said State, hereby certify that _____, being duly acknowledged to or known by me, acting in his/her official capacity as _____ of Grantor, with full authority, executed this instrument voluntarily for and as the act of said Grantor.

Given under my hand and official seal on this the _____ day of April, 2017.

_____
Notary Public
Commission Expires: _____

(Notary Seal)

IN WITNESS WHEREOF, the Grantee herein named has hereunto set its hand and seal this the ___ day of _____, _____.

Witness:

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 12, 2017

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

NORTH RIGHT-OF-WAY ACQUISITION

COMMENCE AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°08'42" EAST ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 1871.88 FEET TO THE CENTERLINE OF MUSCOGEE ROAD (100' RIGHT-OF-WAY (R/W); THENCE DEPARTING SAID WEST SECTION LINE PROCEED SOUTH 71°16'11" EAST FOR A DISTANCE OF 1960.88 FEET; THENCE DEPARTING SAID CENTERLINE PROCEED NORTH 18°40'58" EAST FOR A DISTANCE OF 15.19 TO THE NORTHERLY MAINTENANCE LINE OF MUSCOGEE ROAD AS PROVIDED BY THE ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY MAINTENANCE LINE CONTINUING LAST COURSE PROCEED NORTH 18°40'58" EAST FOR A DISTANCE OF 34.81 FEET TO THE NORTHERLY R/W LINE OF SAID MUSCOGEE ROAD; THENCE PROCEED ALONG SAID NORTHERLY R/W LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 71°19'02" EAST, 457.72 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 2825.00 FEET; THENCE PROCEED EASTERLY ALONG SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 1140.79 FEET (DELTA ANGLE = 23°08'14", CHORD DISTANCE = 1133.05 FEET, CHORD BEARING = SOUTH 82°53'09" EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 85°32'44" EAST, 1108.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 3450.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 731.57 FEET (DELTA ANGLE = 12°08'58", CHORD DISTANCE = 730.20 FEET, CHORD BEARING = NORTH 79°28'15" EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 73°23'46" EAST, 151.47 FEET TO THE EAST LINE OF SAID SECTION 19; THENCE DEPARTING SAID NORTHERLY R/W LINE PROCEED SOUTH 02°48'48" WEST ALONG SAID EAST SECTION LINE FOR A DISTANCE OF 20.72 FEET TO SAID NORTHERLY MAINTENANCE LINE; THENCE DEPARTING SAID EAST SECTION LINE PROCEED ALONG SAID NORTHERLY MAINTENANCE LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 73°44'14" WEST, 72.48 FEET; SOUTH 71°22'29" WEST, 209.29 FEET; SOUTH 77°57'16" WEST, 166.03 FEET; SOUTH 82°47'11" WEST, 358.96 FEET; SOUTH 81°08'41" WEST, 181.07 FEET; SOUTH 86°16'38" WEST, 694.59 FEET; SOUTH 87°36'52" WEST, 687.43 FEET; NORTH 82°31'15" WEST, 480.07 FEET; NORTH 74°30'22" WEST, 223.98 FEET; NORTH 72°25'08" WEST, 523.13 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 1.82 ACRES MORE OR LESS.

EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION OF EASEMENT AREA

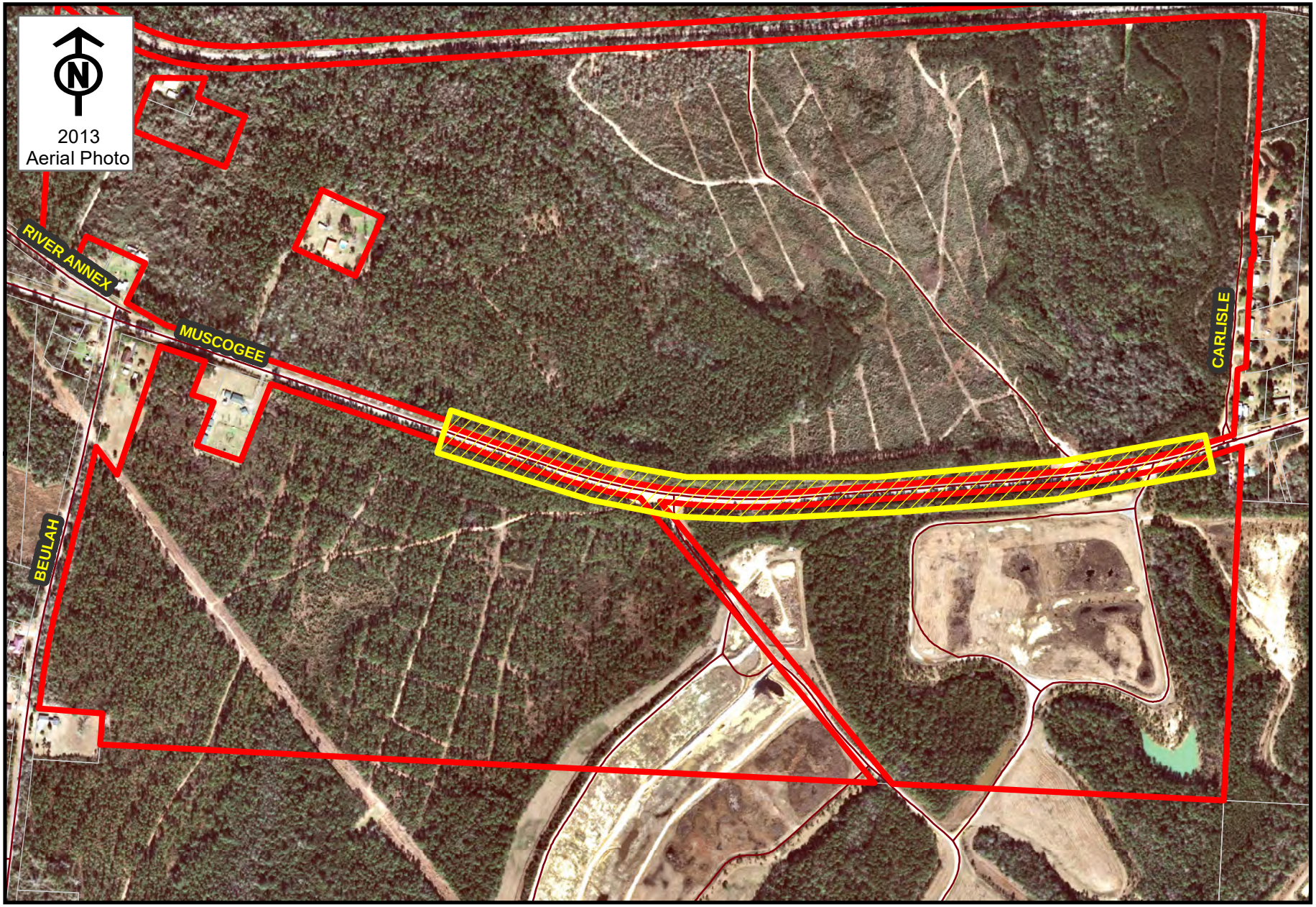
DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

SOUTH RIGHT-OF-WAY ACQUISITION

COMMENCE AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°08'42" EAST ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 1871.88 FEET TO THE CENTERLINE OF MUSCOGEE ROAD (100' RIGHT-OF-WAY (R/W); THENCE DEPARTING SAID WEST SECTION LINE PROCEED SOUTH 71°16'11" EAST FOR A DISTANCE OF 1960.88 FEET; THENCE DEPARTING SAID CENTERLINE PROCEED SOUTH 18°40'58" WEST FOR A DISTANCE OF 17.28 FEET TO THE SOUTHERLY MAINTENANCE LINE OF MUSCOGEE ROAD AS PROVIDED BY THE ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT, ALSO BEING THE POINT OF BEGINNING; THENCE PROCEED ALONG SAID SOUTHERLY MAINTENANCE LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 71°23'36" EAST, 300.34 FEET; SOUTH 71°44'41" EAST, 298.84 FEET; SOUTH 73°50'43" EAST, 134.72 FEET; SOUTH 79°52'58" EAST, 227.23 FEET; SOUTH 83°15'18" EAST, 257.24 FEET; SOUTH 89°46'56" EAST, 365.47 FEET; NORTH 86°00'27" EAST, 358.59 FEET; SOUTH 86°52'58" EAST, 70.72 FEET; NORTH 85°50'51" EAST, 379.28 FEET; NORTH 84°40'12" EAST, 355.96 FEET; NORTH 84°17'49" EAST, 220.73 FEET; NORTH 78°47'26" EAST, 350.63 FEET; NORTH 75°26'45" EAST, 181.02 FEET; NORTH 70°59'02" EAST, 106.46 FEET TO THE EAST LINE OF SAID SECTION 19; THENCE DEPARTING SAID SOUTHERLY MAINTENANCE LINE PROCEED SOUTH 02°48'48" WEST ALONG SAID EAST SECTION LINE FOR A DISTANCE OF 19.84 FEET TO SAID SOUTHERLY R/W LINE; THENCE DEPARTING SAID EAST SECTION LINE PROCEED ALONG SAID SOUTHERLY R/W LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 73°23'46" WEST, 116.22 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 3550.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 752.77 FEET (DELTA ANGLE = 12°08'58", CHORD DISTANCE = 751.37 FEET, CHORD BEARING = SOUTH 79°28'15" WEST) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 85°32'44" WEST, 1108.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 2925.00 FEET; THENCE PROCEED WESTERLY ALONG SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 1181.17 FEET (DELTA ANGLE = 23°08'14", CHORD DISTANCE = 1173.16 FEET, CHORD BEARING = NORTH 82°53'09" WEST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 71°19'02" WEST, 457.72 FEET; THENCE DEPARTING SAID SOUTHERLY R/W LINE PROCEED NORTH 18°40'58" EAST FOR A DISTANCE OF 32.72 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 2.05 ACRES MORE OR LESS.

Permanent Easement - International Paper

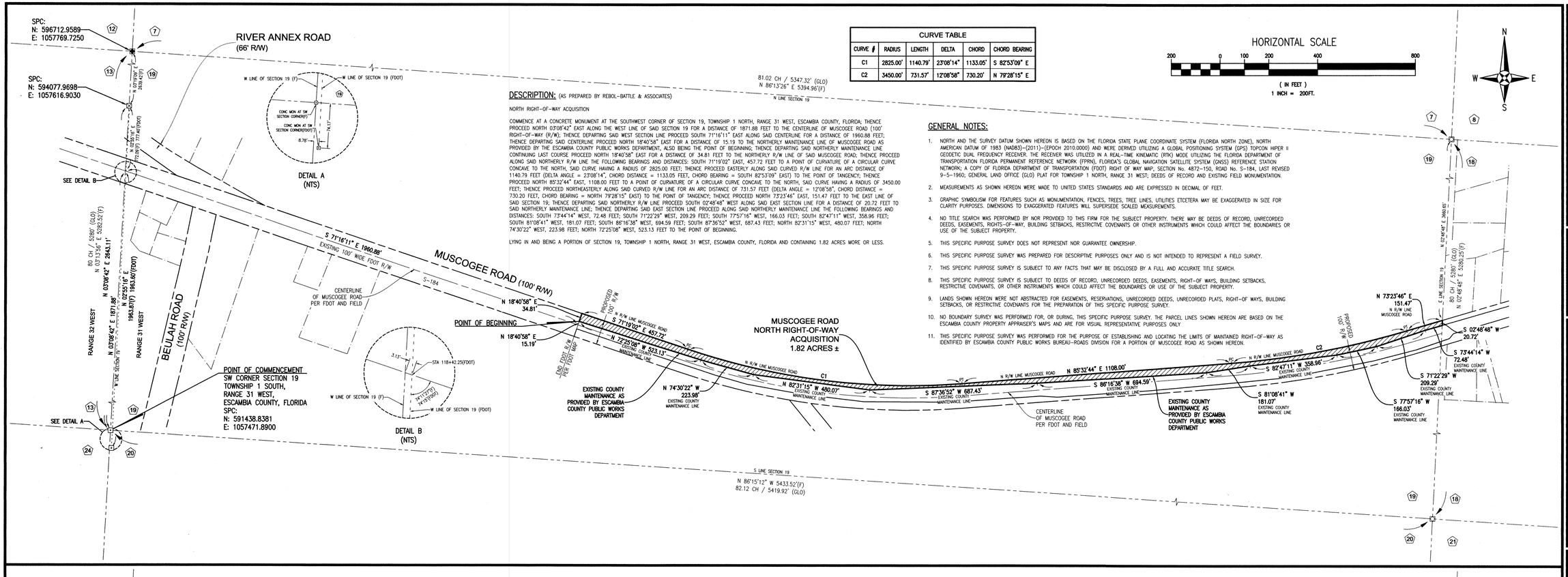


ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/18/17 DISTRICT 5

International Paper Property

Approximate Area of Easement


SPC:
N: 596712.9589
E: 1057769.7250
SPC:
N: 594077.9698
E: 1057616.9030
RIVER ANNEX ROAD
(66' R/W)
W LINE OF SECTION 19 (F)
W LINE OF SECTION 19 (FDOT)
CONC MON AT SW SECTION CORNER(F)
CONC MON AT SW SECTION CORNER(FDOT)
8.78'
14.17'
DETAIL A
(NTS)
N 02°55'16" E
2639.42'(F)
N 02°55'16" E
2639.47'(F)
2639.47'(F)
2639.42'(F)
N 02°55'16" E
2639.47'(F)
2639.42'(F)
N 02°55'16" E
2639.47'(F)
2639.42'(F)
N 02°55'16" E

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12024 **County Administrator's Report 11. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Off Arthur Brown Road, on the Board's Own Motion
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Off Arthur Brown Road, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for May 25, 2017, at 5:32 p.m., to consider the vacation of a portion of unopened right-of-way located off of Arthur Brown Road (approximately 0.16 acres) on the Board's own motion:

A. Schedule a Public Hearing for May 25, 2017, at 5:32 p.m., to consider the vacation of a portion of unopened right-of-way located off of Arthur Brown Road (approximately 0.16 acres); and

B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 175, "Transportation Trust Fund," Account 211602/54901]

BACKGROUND:

Arthur Brown Road, located in the Walnut Hill Community, extends west off State Highway 97. Staff is requesting that the County vacate any interest the County has in a portion of unopened right-of-way located off the north side of Arthur Brown Road, just west of Kansas Road. The area to be vacated is shown as Alabama Avenue, per recorded plat of the Walnut Hill Subdivision, dated 1916, recorded 1968. There are only two property owners abutting the area to be vacated, each having access to their property from Arthur Brown Road. Both of these property owners have been contacted and neither has any objection to the requested vacation.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies

concerned have been contacted and have no objection to the vacation. No one will be denied access to his or her property as a result of this vacation.

Staff is requesting that notifications to surrounding property owners be contained within a 500' radius.

BUDGETARY IMPACT:

Funds for legal advertisements and document recordings are available in Fund 175 “Transportation Trust Fund,” Account 211602/54901.

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:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 500 feet will be notified. It will be the responsibility of County staff to place the advertisement and notify property owners.

Attachments

Aerial Map - Arthur Brown Road Vacation

Arthur Brown Road

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 2/23/17 DISTRICT 5

6020 Arthur Brown Road (Left)
6000 Arthur Brown Road (Right)

Vacation area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12119 **County Administrator's Report 11. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Resolution - Cantonment Neighborhood Crime Prevention Program
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution for the Cantonment Neighborhood Crime Prevention Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Resolution for the Cantonment Neighborhood Crime Prevention Program:

A. Adopt a Resolution of the Board of County Commissioners of Escambia County, Florida, supporting and establishing a Crime Prevention Program for neighborhood safety for the Cantonment neighborhood; providing for an effective date; and

B. Authorize the Chairman to sign the Resolution and any related documents necessary to implement the program.

[Funding: Fund 101, Safe Neighborhood Program, Cost Center 370104]

BACKGROUND:

The Crime Prevention Program for neighborhood safety was established to help Escambia County neighborhoods address issues which relates to decline in physical quality, social quality, and general livability in their neighborhood. Neighborhood safety resources are available through crime prevention projects, neighborhood clean-ups, site cleanup, neighborhood newsletters or flyers. The Crime Prevention Program works closely with neighborhood watch/association groups in the area to promote neighborhood safety and projects which relate to crime prevention.

The Escambia County Board of County Commissioners previously established crime prevention programs for neighborhood safety for Mayfair/Oakcrest, Lincoln Park, Ensley, Myrtle Grove, Wedgewood/Rolling Hills, Avondale, East Crescent Lake, Atwood/Northcross, Montclair, and Carriage Hills neighborhoods. The Cantonment neighborhood has been identified as an area that would benefit from a similar program.

Fines and/or fees collected pursuant to S.S. 775.083(2), Florida Statutes, provide a revenue source for the County Restricted Fund 101(Revenue Account: 348532). These funds must be accounted for separately as crime prevention funds and may be expended for crime prevention programs within the County. A copy of the Cantonment Neighborhood map is attached.

BUDGETARY IMPACT:

Funding for the Crime Prevention Program and related enforcement activities shall be from fines and /or fees collected and eligibility under S.S. 775.083(2), Florida Statutes, utilizing Fund 101, Cost Center 370104.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds and to implement the Neighborhood Crime Prevention Program.

IMPLEMENTATION/COORDINATION:

The NHS/CRA staff will work with residents to establish a Crime Prevention Program plan for neighborhood safety. The NHS/CRA staff will coordinate with Escambia County Environmental Code Enforcement and Escambia County Sheriff's Office.

Attachments

Resolution Cantonment Crime Prevention Program

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AND ESTABLISHING A CRIME PREVENTION PROGRAM FOR NEIGHBORHOOD SAFETY FOR THE CANTONMENT NEIGHBORHOOD; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fines and/or fees collected pursuant to §775.083(2), Florida Statutes, provide a revenue source in the County Restricted Fund 101 to establish crime prevention programs in designated areas within Escambia County; and

WHEREAS, such funds may be expended for eligible crime prevention programs within Escambia County; and

WHEREAS, funding for eligible crime prevention programs and related enforcement activities shall be from fines and/or fees collected pursuant to §775.083(2), Florida Statutes, for use in neighborhood projects to enhance neighborhood safety; and

WHEREAS, the Neighborhood and Human Services Department/Community Redevelopment Agency staff and the residents of the Cantonment neighborhood will cooperatively develop and implement a crime prevention program that increases the safety of the neighborhood; and

WHEREAS, the Board of County Commissioners finds it is in the best interests of the health, safety, and welfare of the citizens of Escambia County that the County support and approve this crime prevention program.

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

SECTION 1. The above recitals are true and correct and are hereby incorporated.

SECTION 2. That the Board of County Commissioners hereby supports and approves the Cantonment neighborhood crime prevention program.

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

By:_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

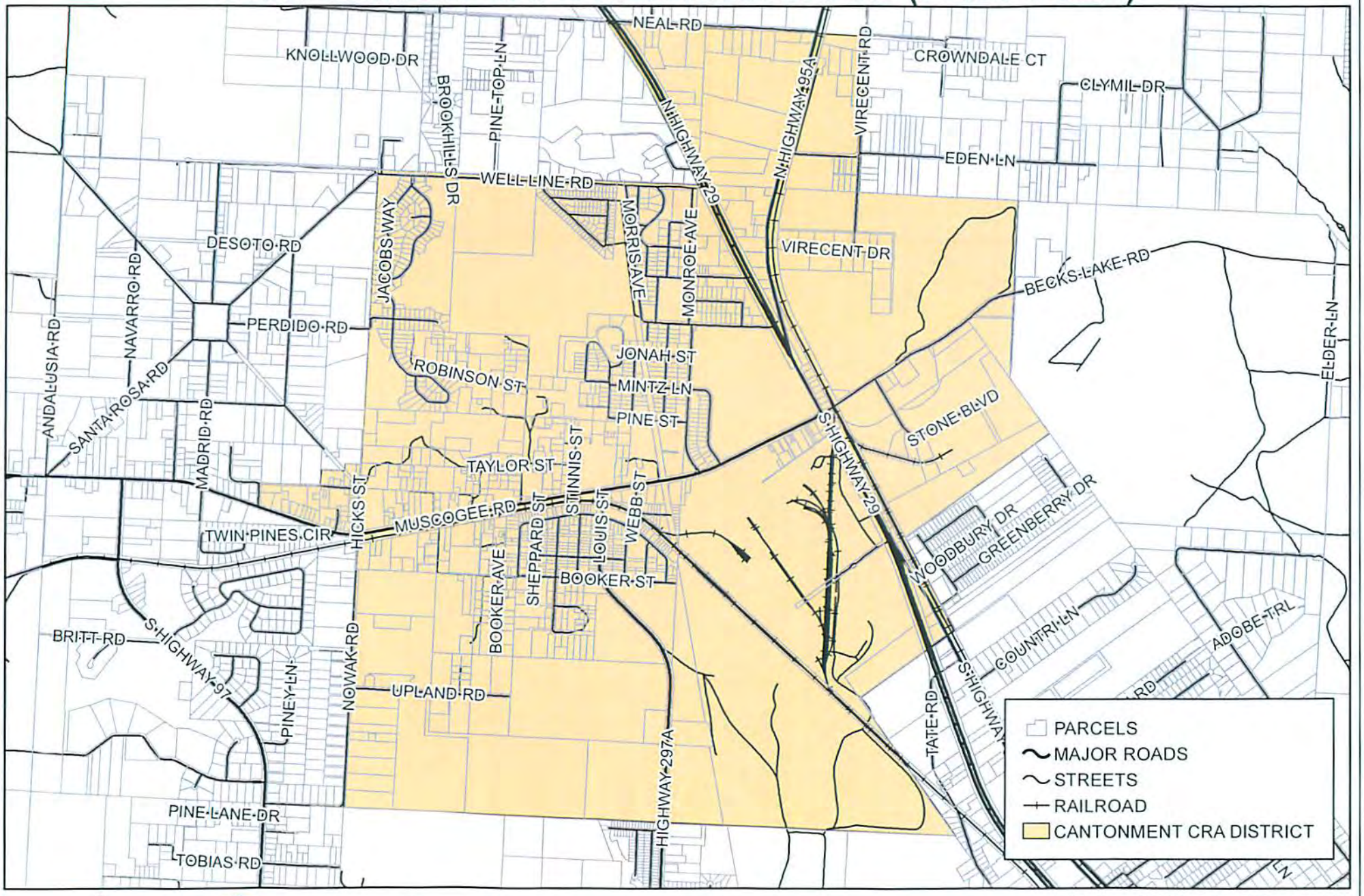
_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: ACA

Date: 3/28/17

CANTONMENT SAFE NEIGHBORHOOD (PROPOSED)



0 0.25 0.5 1 1.5 2 mi

1 in = 0 miles

Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate."
Created April 24, 2015.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12077 **County Administrator's Report 11. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/04/2017
Issue: Escambia County Area Transit - Annual Summer Youth Pass Program
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Area Transit Annual "Summer Wheels" Youth Pass Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the annual continuation of the Escambia County Area Transit (ECAT) Annual Summer Youth Pass Program for passengers 18 years of age and under, which will be available at no charge from Memorial Day to Labor Day.

[Funding: The cost of promotional material and advertising for this program is $5,500, which will come from Fund 104 - Mass Transit]

BACKGROUND:

The Annual Summer Youth Pass Program was originally created and approved by the Board on April 18, 2013. On April 29, 2014, the Board approved making it an annual program. On May 5, 2016, the Board approved an increase in the maximum age from 17 to 18 years old, and approved offering the passes at no charge to the riders. During the 2015 Summer Youth Pass Program, while the cost for each ID was still $25, 1,589 trips were provided, and 22 ID cards were issued. During the 2016 Program, 614 ID cards were issued at no cost, and 9,721 trips were provided. The Summer Youth Pass will continue to allow Escambia County youth to ride the bus free of charge at any time between Memorial Day and Labor Day.

As approved and directed by the Board during the April 13, 2017, Committee of the Whole workshop, the Summer Youth Pass Program will also be available to participants in the Summer Youth Employment Program, regardless of age.

For the annual program, Escambia County Area Transit (ECAT) coordinates with the Escambia County Neighborhood and Human Services Department, the Pensacola Parks and Recreation Department, and the Escambia County School District to provide information to Escambia County schools and community centers. To promote the Annual

Summer Youth Pass Program, ECAT would like to include a combination of website, radio, newspaper, and poster promotions.

The Annual Summer Youth Pass Program will be valid from Memorial Day through Labor Day each year and available to passengers 18 years of age and under at no charge. Summer Youth Pass applications will be available to download and print at www.goecat.com, as well as at the ECAT Office each weekday from 8:00 am to 4:00 pm.

BUDGETARY IMPACT:

Promotional material and advertising for this program is $5,500 and will come from Fund 104 - Mass Transit.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This action complies with the Board's policy of providing safe, efficient, and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with Escambia County staff and appropriate community leaders to complete all implementation requirements.

Attachments

2013 BCC Mins
2014 BCC Mins
2016 BCC Mins

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the *Automatic Aid Agreement Between Escambia County Fire Rescue and Pace Fire Rescue District*:

   A. Approving the *Automatic Aid Agreement Between Escambia County Fire Rescue and Pace Fire Rescue District* to establish the terms and conditions under which Escambia County Fire Rescue and Pace Fire Rescue District will cooperate to jointly provide automatic aid during emergencies; and

   B. Authorizing Escambia County Fire Chief Patrick Grace to sign the Agreement on behalf of Escambia County Fire Rescue.

8. Authorizing the Department of Public Safety Senior Office Support Assistant, Emergency Management Division Manager, Planning Coordinator, or equivalent staff positions, as determined by the Emergency Management Division Manager, to sign the *Vital Records Data Use Agreement*, subsequent renewals, and as required to account for any staff turnover, as long as the data is needed to efficiently maintain the County's Special Needs Registry Database, as required by Section 252.355, Florida Statutes; employees who will access vital records data must maintain the confidentiality of the data and prevent release to unauthorized parties and acknowledge this requirement upon signing the Agreement.

9. Accepting, for filing with the Board's Minutes, the March 21, 2013, Community Redevelopment Agency's Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

10. Approving implementation of an Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under; the Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 27, 2013) and Labor Day (September 2, 2013); this campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-13. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing at 5:31 p.m. on May 15, 2014, to consider *(adopting)* an Ordinance authorizing a County-wide referendum to be held on August 26, 2014, for the voters to consider an 11-year extension to the Local Option Sales Tax for infrastructure.

7. Approving implementation of an Annual Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under; the Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 26, 2014) and Labor Day (September 1, 2014); this campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

8. Taking the following action concerning the conveyance of two parcels of County-owned property (totaling approximately 0.40 acre), located in the 100 Block of Zion Street, to the Town of Century, for a road and drainage project (Funding: all costs associated with the accepting and recording of documents will be borne by the Town of Century):

   A. Approving the conveyance of two parcels of County-owned property (totaling approximately 0.40 acre), located in the 100 Block of Zion Street, to the Town of Century, for a road and drainage project;

   B. Adopting a Resolution *(R2014-33)* authorizing the conveyance of two parcels of County-owned property (totaling approximately 0.40 acre), located in the 100 Block of Zion Street, to the Town of Century; and

   C. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance, without further action of the Board.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

17. ECAT Summer Youth Pass

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried 3-0, with Commissioner Underhill absent and Commissioner May having left the meeting, approving the increase of the maximum age, from 17 to 18 years old, for the Escambia County Area Transit (ECAT) Annual Summer Youth Pass Program; this will allow high school students who have already turned 18 to participate in the program; the Summer Youth Pass, which will be provided at no cost, will allow young people to ride the bus at any time between Memorial Day (May 30, 2016) and Labor Day (September 5, 2016); this campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using the County's transit system.

II. BUDGET/FINANCE CONSENT AGENDA

1-46. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried 3-0, with Commissioner Underhill absent and Commissioner May having left the meeting, approving Consent Agenda Items 1 through 46, as follows, with the exception of Item 41, which was held for a separate vote, as amended to drop Item 15:

1. Adopting the Resolution *(R2016-55)* approving Supplemental Budget Amendment #128, Local Option Sales Tax Fund 352, in the amount of ($75,150), to recognize a reduction in the design and construction portion of the IIDC Water and Sewer Grant, and to use the $75,150 in Grant funding to cover the costs of the Kenneth Horne Study and City of Gulf Breeze service reimbursements.

2. Adopting the Resolution *(R2016-56)* approving Supplemental Budget Amendment #134, Library Fund (113), in the amount of $10,260, to recognize Grant proceeds from the Panhandle Library Access Network and to appropriate these funds to be used to purchase HP Sprout computers for West Florida Public Library, to provide digital literary skills for adults and children; this Grant requires a 10% match from the County, and matching funds will be from the Library's Information Systems Cost Center (Fund 113).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12143 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/04/2017
Issue: Barrineau Park Fall Festival
From: Steven Barry, District 5 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Barrineau Park Fall Festival - Commissioner Steven Barry, District V

That the Board approve the request for $3,000, to be funded from the 4th Cent Tourist Development Tax, for the Barrineau Park Fall Festival, and approve the Purchase Order for this purpose.

[Funding: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105, Object Code 58201]

BACKGROUND:

The Barrineau Park Historical Society has been in existence since 1994 and will be putting on a fall festival September 9, 2017, for surrounding communities, bringing in approximately 400 citizens to the area. The Historical Society supports education by partnering with Northview and Molino Park, offering scholarships, supplies, and other educational activities

BUDGETARY IMPACT:

The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Purchase Order will be issued by the County Administrator's Office.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12152 **County Attorney's Report** **11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/04/2017
Issue: Scheduling an Attorney/Client Session on May 11, 2017 to Discuss Pending Litigaiton
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on May 11, 2017 at 8:30 a.m. to Discuss Pending Litigation in the cases of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; and Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al., Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida

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, May 11, 2017 at 8:30 a.m.; and

B. Approve the public notice printed below to be published in the Pensacola News Journal on Saturday, May 6, 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 cases of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al., Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, May 11, 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 Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney and Lawson Hester, 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-12144 **County Attorney's Report** **11. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/04/2017
Issue: Authorize the Scheduling of a Public Hearing to Consider an Ordinance Amending Sec. 6-4(c) Relating to Open Containers on Pensacola Beach Boardwalk
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider an Ordinance Amending and Clarifying Section 6-4(c) Relating to Open Containers on Pensacola Beach Boardwalk (a/k/a the Portofino Boardwalk)

That the Board authorize the scheduling of a Public Hearing on Thursday, May 25, 2017, at 5:33 p.m. to consider adopting an Ordinance amending and clarifying Volume 1, Chapter 6, Article I, Section 6-4(c) of the Escambia County Code of Ordinances relating to open container restrictions that will apply to the Pensacola Beach Boardwalk area (a/k/a the Portofino Boardwalk).

BACKGROUND:

The Board voted on April 20, 2017, to lift open container prohibitions on Pensacola Beach between the hours of 10:00 p.m. and 6:00 a.m. On April 25, 2017, the Board directed staff to bring back an amendment that would clarify Section 6-4(c) of the Escambia County Code of Ordinances. The clarification is intended to lift the open container prohibition within the boundaries of the Pensacola Beach Boardwalk premises between the hours of 10:00 p.m. and 6:00 a.m., but clarify that the prohibition shall remain in effect during those hours for any public parking lot or other public areas listed in the ordinance that are adjacent to the Boardwalk. The Boardwalk is sometimes referred to as the Portofino Boardwalk.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by County Attorney, Alison Rogers, and will be advertised in the *Pensacola News Journal* on Saturday, May 13, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Draft Ordinance
Ordinance 2017-22
Code of Ordinances Sections 6-62 and 6-63

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(c); PROVIDING CLARIFICATION TO LIFT THE OPEN CONTAINER PROHIBITION BETWEEN THE HOURS OF 10:00 P.M. AND 6:00 A.M. ON THE PENSACOLA BEACH BOARDWALK (A/K/A PORTOFINO BOARDWALK), BUT THE PROHIBITION REMAINS IN PLACE FOR THE PARKING LOT AND OTHER PUBLIC AREAS; 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 April 20, 2017, the Board of County Commissioners approved Ordinance 2017-22, to lift open container prohibitions on Pensacola Beach between 10:00 p.m. and 6:00 a.m.; and

WHEREAS, on April 25, 2019, the Board directed staff to clarify its intent to lift the open contain prohibition between the hours of 10:00 p.m. and 6:00 a.m. on the Pensacola Beach Boardwalk (a/k/a Portofino Boardwalk), but to keep the prohibition in place for the parking lot and other public areas as listed in the ordinance; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 6-4(c) 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(c) 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.

DRAFT

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:

DRAFT

(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. This prohibition shall not apply within the boundaries of the Pensacola Beach Boardwalk (also known as the Portofino Boardwalk) premises between the hours of 10:00 p.m. and 6:00 a.m., but shall remain in effect during those hours for any public parking lot or other public areas referenced above that are adjacent to the Boardwalk. In addition, ~~With~~ 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. ~~However, this restriction shall not apply between the hours of 10:00 p.m. and 6:00 a.m.~~

(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, 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)

Enacted:

Filed with Department of State:

Effective:

DRAFT

Escambia County
Clerk's Original

4/20/2017 5:32 pm PH.

ORDINANCE 2017- 22

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.

Verified By: D.K. Bruce

Date: 4/25/2017

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.

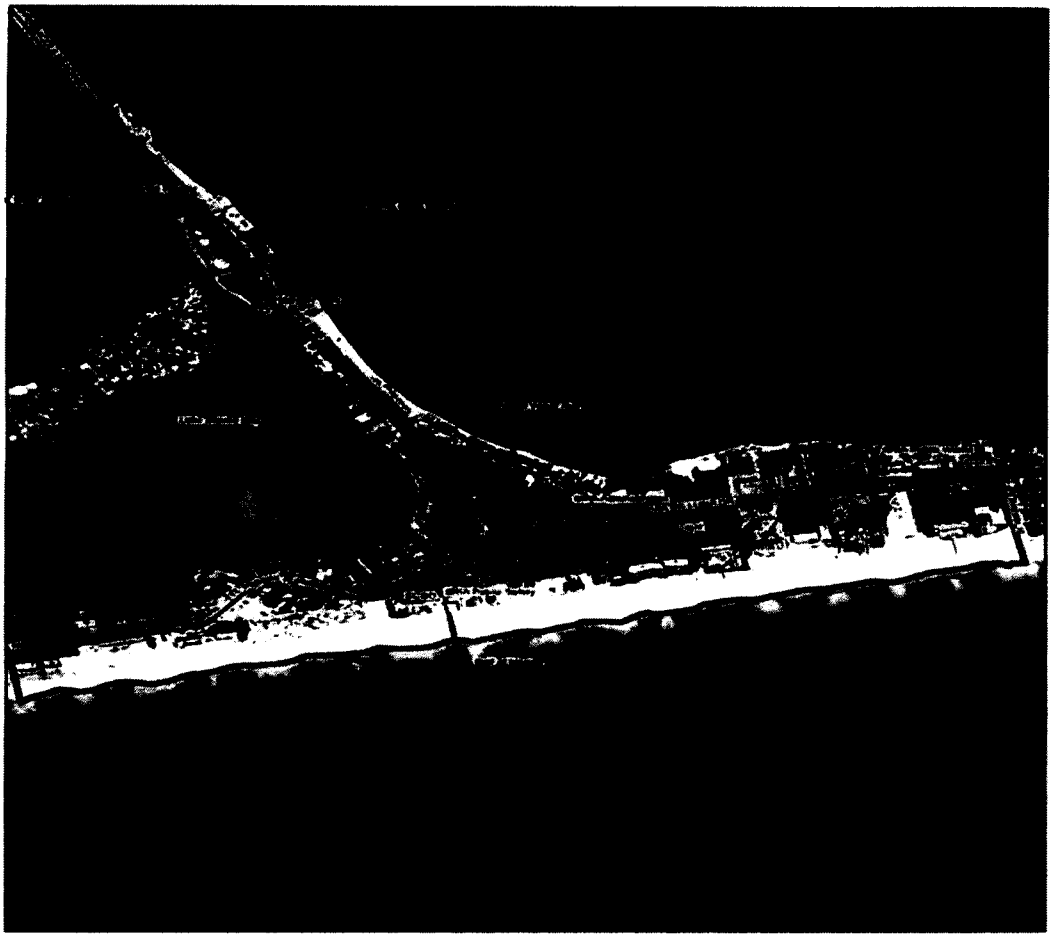
Section 2. Amendment. Volume 1, Chapter 6, Article I, Section 6-4(f) of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

(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. However, this restriction shall not apply between the hours of 10:00 p.m. and 6:00 a.m.

(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 20th DAY OF April, 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)

Date Executed
4/25/2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/21/17

Enacted: April 20, 2017

Filed with Department of State: April 25, 2017

Effective: April 25, 2017

Parking area, public means an open area, other than streets, used for the temporary parking of motor vehicles and available for public use whether free, for compensation or as an accommodation for clients or customers.

Special events means any business, corporate, or in-store or out-of-store sales promotions or exhibitions of alcoholic beverages in or near food stores or package stores, including any parking areas adjacent thereto, by an owner or operator, or any sporting events, entertainments, fairs, festivals, social events or functions, or other public gatherings sponsored by a person, in public parking areas wherein alcoholic beverages are possessed and consumed.
(Code 1985, § 1-2-61)

Cross reference—Definitions generally, § 1-2.

Sec. 6-62. Prohibitions relative to alcoholic beverages in or near food stores selling alcoholic beverages or package stores.

(a) *Owner or operator permitting consumption.* It shall be unlawful for an operator or owner of a package store or food store selling alcoholic beverages or for any agent, servant or employee of any such owner to knowingly permit the consumption of any alcoholic beverages in or upon any parking or other area outside of the building or room mentioned in his license certificate at the address thereof when any part of such parking or other area is adjacent to the building or premises in which the building licensed under such section is operated and when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such owner or by any agent, servant or employee of such owner, and when such area is open to the view of the general public from adjacent public areas or accessible to vehicular traffic.

(b) *Consumption generally.* It shall be unlawful for any person to consume any alcoholic beverage in or upon any parking or other area outside of and adjacent to any package store or food store selling alcoholic beverages or in or upon any such parking or other area which is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such establishments and when such area is open to the view of the general public from adjacent public areas or accessible to vehicular traffic.

(c) *Possession of open containers.* It shall be unlawful for any person to possess an open container of alcoholic beverages while stopping, standing or remaining in or upon any parking or other area outside of and adjacent to any package store or food store selling alcoholic beverages, when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such establishments and when such area is open to the view of the general public from adjacent public areas or accessible to vehicular traffic.
(Code 1985, § 1-2-62)

Sec. 6-63. Open container in public parking areas.

It shall be unlawful for any person to consume any alcoholic beverage or possess an open container of any alcoholic beverage while stopping, standing or remaining in or upon any public parking area when such area is open to the view of the general public or accessible to vehicular traffic.
(Code 1985, § 1-2-63)

Sec. 6-64. Posting of signs.

The owner or operator of any package store or food store selling alcoholic beverages shall prominently post on the outside of each entrance and on the inside of the main customer exit of each food store selling alcoholic beverages or package store a sign with contrasting letters at least two inches tall stating the following:

> IT IS UNLAWFUL FOR ANY PERSON TO CONSUME OR POSSESS IN AN OPEN CONTAINER ANY ALCOHOLIC BEVERAGE IN THIS STORE OR IN OR UPON ANY PARKING OR OTHER AREA OUTSIDE OF THIS STORE. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

(Code 1985, § 1-2-64)