**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 – August 3, 2017 – 5:30 p.m.
## Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Robinson.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Presentation - Plaque to thank Lori R. Webster for her service as the County Administrator's appointee on the Escambia Mass Transit Advisory Committee from December 10, 2015, through July 4, 2107.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Cooper Saunders, Senior Project Coordinator in the Engineering Division of the Public Works Department, on his selection as "Employee of the Month" for August 2017;

B. Adopt the Proclamation proclaiming the week of August 14, 2017, as "West Florida Local Emergency Planning Committee Hazardous Materials Awareness Week" throughout the County, in an effort to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program;

C. Ratify the Proclamation expressing the Boards' appreciation to Ms. Eula Sellers for 23 years of faithful and dedicated service as a County employee; and

D. Ratify the Proclamation extending a warm welcome to Imperial Potentate Gary J. Bergenske, upon the occasion of his visit to Escambia County, Florida.

8. Years of Service Award Recognition.

Recommendation: That the Board recognize with a pin and certificate Angela D. Crawley, Assistant to the County Administrator, for her dedication in 25 years of service to Escambia County

9. Written Communication

July 6, 2017, communication from James C. Scott, Sr., requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 3103 North "R" Street.

Recommendation: That the Board review and consider Lien relief request made by James C. Scott, Sr., against property located at 3103 North "R" Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

Ms. Scott appeared before the Special Magistrate Robert Beasley. Special Magistrate Beasley denied his request stating the owner had more than adequate time to abate violations and failed to do so.

Mr. Scott then made his request to the County Administrator. Per Board Policy Mr. Scott was denied relief. A denial letter was sent to Mr. Scott on June 7, 2017.

Letter was received by the Office of Environmental Enforcement from Mr. Scott on July 12, 2017, requesting to appear before the Board to make his appeal for Lien relief.

10. 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.

11. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway off West Devane Street.

Recommendation: That the Board take the following action concerning the 5:31 p.m., Public Hearing to consider the Petition to Vacate a portion of an alleyway off West Devane Street:

A. Cancel the 5:31 p.m., Public Hearing for Thursday, August 3, 2017;

B. Reschedule the Public Hearing for 5:31 p.m., on Thursday, September 7, 2017; and

C. Authorize staff to accept a reduction of public notification from the petitioner from 2,500-foot radius to 500-foot radius due to the minor impact of the vacation request.

12. 5:32 p.m. Public Hearing for consideration of the vacation of a portion of Semmes Street.

Recommendation: That the Board take the following action concerning the vacation of a Portion of Semmes Street:

A. Approve or deny the vacation of a portion (approximately 66 feet X 690 feet) of Semmes Street, as petitioned by GPD, subject to a utility easement being retained over said right of way requesting to be vacated;

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.

13. 5:33 p.m. Public Hearing to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach to replace all references to the Santa Rosa Island Authority (SRIA) with Escambia County and delete any references to the SRIA's Executive Director.

14. 5:34 p.m. Public Hearing for consideration of the vacation of a portion of unopened right-of-way off Arthur Brown Road, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of a portion of unopened right-of-way off Arthur Brown Road:

A. Approve or deny the vacation of a portion of unopened right-of-way (approximately 0.16 acres) off Arthur Brown Road;

B. Adopt the Resolution to Vacate; and

C. 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.

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

15. 5:35 p.m. Public Hearing to consider adopting an Ordinance Imposing a Temporary Moratorium on Permitting Collocation of Small Wireless Facilities on County Utility Poles in County Rights-Of-Way and Installing Wireless Support Structures in County Rights-Of-Way to Allow for Thorough Review, Consideration, Analysis, and Evaluation of HB 687 to Appropriately Amend Chapter 86 of the Escambia County Code of Ordinances for Effective Implementation of the New Legislation.

Recommendation: That the Board adopt an Ordinance imposing a temporary moratorium on permitting collocation of small wireless facilities on county utility poles in county rights-of-way and installing wireless support structures in county rights-of-way to allow for thorough review, consideration, analysis, and evaluation of HB 687 to appropriately amend chapter 86 of the Escambia County Code of Ordinances for effective implementation of the New Legislation.

16. Reports:

## CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of the June 30, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2017, as required by Ordinance Number 95-13; on June 30, 2017, the portfolio market value was $373,252,192 and portfolio earnings totaled $202,277 for the month; the short-term portfolio yield was 0.50%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.90%; the long-term CORE portfolio achieved a yield of 1.58%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.54%.

2. Recommendation Concerning Acceptance of TDT Collections Data for the May 2017 Returns Received in June 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2017 returns received in the month of June 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the Fiscal Year 2017; total collections for the month of May 2017 returns was $1,118,524.29; this is a 8.70% increase over the May 2016 returns; total collections year to date are 9.49% more than the comparable time frame in Fiscal Year 2016.

3. Recommendation Concerning Notices of Unclaimed Monies Held by the Office of the Clerk of the Circuit Court and Comptroller

That the Board accept, for filing with the Board's Minutes, the certified proofs of publication of the advertisements for Unclaimed Monies/Depositer-Refund and Unclaimed Monies/Cash Bond Depositer, held by the Office of the Clerk of the Circuit Court and Comptroller, as published in *The Escambia Sun Press* on July 20, 2017.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Budget Workshops for the Fiscal Year 2017/2018 County-Wide Budget held July 11, 12, 13, and 18, 2017;

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

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 18, 2017; and

D. Approve the Minutes of the Regular Board Meeting held July 18, 2017.

# GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 10, 2017

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 10, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2017-08, Z-2017-09, and Z-2017-10 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-2017-08*** |
| Address: | 4200 BLK of Spanish Trail and 4224 Creighton Road |
| Property Reference No.: | 09-1S-29-3001-016-001 and 09-1S-29-3001-014-001 |
| Property Size: | 0.19 (+/-) acres |
| From: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| To: | HDMU, High Density Mixed-use district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 4 |
| Requested by: | Kerry Anne Schultz, Agent for Douglas E. Dormer, Agent for Owners |
| Planning Board Recommendation: | Approval |
| Speakers: | Scott Bridgford, for Kerry Anne Schultz |
| **2. Case No.:** | ***Z-2017-09*** |
| Address: | 703 Beverly Parkway |
| Property Reference: | 46-1S-30-1100-018-011 |
| Property Size: | 0.10 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |

| | |
|---|---|
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Tony Perez, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Buddy Page |

**3. Case No.:** ***Z-2017-10***

| | |
|---|---|
| Address: | 5200 Burlington Avenue |
| Property Reference No.: | 46-1S-30-1100-016-011 |
| Property Size: | 0.18 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Zenaida Palacious, Owner |
| Planning Board Recommendation: | **Withdrawn per applicant** |
| Speakers: | Buddy Page |

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 July 10, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-01

   That the Board of County Commissioners (BCC) review and adopt a Small Scale Map Amendment, SSA-2017-01, amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) Map, changing the FLU category of a parcel within Section 25, Township 1S, Range 31W, Parcel Number 25-1S-31-2304-000-001, totaling 3.25 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-02

   That the Board of County Commissioners (BCC) review and adopt a Small Scale Map Amendment, SSA-2017-02, amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) Map, changing the FLU category of a parcel within Section 25, Township 1S, Range 31W, Parcel Number 25-1S-31-2304-000-005, totaling 8.59 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-03

   That the Board of County Commissioners (BCC) review and adopt a Small Scale Map Amendment, SSA-2017-03, amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) Map, changing the FLU category of 2.50 (+/-) acres portion of a parcel within Section 38, Township 5N, Range 33W, Parcel Number 38-5N-33-3301-000-000, located on Pine Forest Road, from Agricultural (AG) to Rural Community (RC).

6. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on July 10, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on July 10, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2017-07 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

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|---|---|
| **1. Case No.:** | **Z-2017-07** |
| Address: | 5700 Pine Forest Road |
| Property Reference No.: | 38-5N-33-3301-000-000 |
| Property Size: | 2.50 (+/-) acres portion of the parent parcel |
| From: | Ag, Agriculture district (one du/20 acres) |
| To: | RR, Rural Residential district (one du/four acres) |
| FLU Category: | RC, Rural Community |
| Commissioner District: | 5 |
| Requested by: | Brett and Susan Ward and Burton and Katherine Ward, Owners |
| Planning Board Recommendation: | Approval |
| Speakers: | Brett Ward |

7. 5:49 p.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on July 10, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

8. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Section 2-5.7, Final Plats

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 2, Section 2-5.7, Final Plats, to require submission of certain digital files.

9. 5:51 p.m. - A Public Hearing Concerning the Issuance of an Operational Permit for Resource Extraction for Expansion of an Existing and Active Borrow Pit known as Brickton Borrow Pit

That the Board take the following action in regards to the "Operational Permit" for Resource Extraction for an expansion of an existing and active resource extraction facility borrow pit, located at 8800 N. Highway 29, Parcels 22-3N-31-3301-000-000; 22-3N-31-3302-000-000; and 22-3N-31-3400-000-000:

A. Review and approve, modify, or deny the issuance of an Operational Permit for Resource Extraction for an expansion of existing and active borrow pit;

and

B. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for an expansion of Brickton Borrow Pit, located at 8800 N. Highway 29.

10. 5:52 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 2390 Longleaf Drive, Pensacola, FL, Sunbelt Crushing, Inc.

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 2390 Longleaf Drive, Pensacola, FL, owned by Sunbelt Crushing, Inc.

11. 5:53 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Comprehensive Plan Chapter 3, Definitions, and Chapter 8, Mobility Element

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030, as amended, Chapter 3, Definitions, and Chapter 8, Mobility Element, CPA-2017-01, to include definitions and to establish a permitting process for airport obstruction notification zones.

At the May 2, 2017, Planning Board Meeting, the Board recommended approval for transmittal to DEO.

This hearing serves as the second of two required public hearings before the BCC.

II. Action Item

1. Recommendation Concerning Final Plat Saufley Field Townhomes Permit #150500022

That the Board take the following action concerning recording of the Final Plat of Saufley Field Townhomes, (a 48-lot single family residential subdivision), located in the Bellview Community on Saufley Field Road, lying west of U.S. Highway 90 (Mobile Highway). Owned and developed by Saufley Field Development 2016, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name "Royal Port Court";

C. Accept all public easements and right-of-way, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement without Surety.

2. Recommendation Concerning the Review of an Interlocal Agreement for Airport Hazard and Incompatible Land Use Zoning

That the Board of County Commissioners (BCC) review and authorize the Chairman to sign the interlocal agreement for airport hazard and incompatible land use zoning, pursuant Chapter 333, Florida Statutes, between Escambia County and the City of Pensacola.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

**September 7, 2017**

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

| | |
|---|---|
| **A. Case No.:** | **Z-2017-06** |
| Address: | 1703 N Q Street |
| Property Reference No.: | 17-2S-30-1300-110-019 |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HDR, High Density Residential district (18 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Floyd Peacock, Agent for New Birth Baptist Church, Owner |
| **B. Case No.:** | **Z-2017-11** |
| Address: | 7237 Mobile Highway |
| Property Reference No.: | 22-1S-31-2305-000-000 |
| From: | LDR, Low Density Residential district (four du/acre) |
| To: | HDMU, High Density Mixed-use district (25 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District: | 1 |
| Requested by: | Tom Hammond, Agent for Henry and Tammy Johnson, Owner |
| **C. Case No.:** | **Z-2017-12** |
| Address: | 2410 Langley Avenue |
| Property Reference No.: | 10-1S-29-3101-027-001 |
| From: | Com, Commercial 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) |

| | |
|---|---|
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 4 |
| Requested by: | Michael W. Milner, Agent for Richard Mertins, Owner |

**D. Case No.: Z-2017-13**

| | |
|---|---|
| Address: | 105 Louis Street |
| Property Reference No.: | 16-1N-31-1000-003-012 |
| From: | LDR, Low Density Residential district (four du/acre) |
| To: | LDMU, Low Density Mixed-use district (seven du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District: | 5 |
| Request by: | Hattie M. McGary, Owner |

# COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Temporary Construction Easement for Access to International Paper Company Property to Allow Alternative Access to Escambia County Beulah Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action regarding the temporary construction Easement for a non-exclusive easement and right-of-way to enter International Paper Company (IP) property:

A. Approve the International Paper Company temporary construction Easement for a non-exclusive easement and right-of-way, granting Escambia County permission to enter and use the surface of certain property situated in Escambia County, Florida, described in "Exhibit A" of the Agreement, for the purpose of allowing alternative access to the Escambia County Beulah Landfill with heavy equipment, including but not limited to dump trucks, excavators, bulldozers and loaders, for a term of one year; and

B. Authorize the Chairman to sign the Temporary Construction Easement.

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

2. Recommendation Concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Tamyra Jarvis, Corrections Department Director

That the Board take the following action concerning Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve the Cooperative Agreement; and

B. Authorize the Chairman to sign the Agreement.

3. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display, Sponsored by the Portofino Island Resort - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period and that the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use). This Application coincides with a fireworks event Application, is sponsored by the Portofino Island Resort, and is launched from a floating platform near the Portofino Pier on Pensacola Beach, from 11:59 p.m., December 31, 2017, to 12:15 a.m., January 1, 2018.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Music Concert/Event to be Held on the Gulf Side of the Flora-Bama Lounge on Perdido Key - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for an Outdoor Music Concert/Event to be held on the Gulf Side of the Flora-Bama Lounge on Perdido Key, from 12:00 p.m., (noon) Saturday, October 7, 2017, through 9:00 p.m., Sunday, October 8, 2017.

5. Recommendation Concerning Letter of Agreement between Escambia County and Gulf Coast Crimestoppers Inc. - Amy Lovoy, Assistant County Administrator

   That the Board approve and authorize the Chairman to sign the Letter of Agreement (LOA) between the Escambia County Board of County Commissioners and Gulf Coast Crimestoppers Inc., which will allow the organization to make application and receive funds from the State Crime Stoppers Trust Fund.

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

   That the Board approve the Request for Disposition of Property Form for the Public Works Department, listing three items. The Request Form has been signed by all applicable authorities.

7. Recommendation Concerning Authorization for the City Council to Appoint a Member to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board confirm the Pensacola City Council's appointment of Ms. Yolanda Anderson to the Escambia County Mass Transit Advisory Committee, to serve a term effective July 14, 2017, through May 1, 2021.

8. Recommendation Concerning a Letter of Support for Escambia Community Clinic, Inc.'s Application to Maintain Their Status as a Federally Qualified Health Center - Jack R. Brown, County Administrator

   That the Board approve and authorize the Chairman to sign a letter of support for Escambia Community Clinic, Inc.'s Application for a Service Area Competition continuation Grant Application to retain their Federally Qualified Health Center (FQHC) status. If the Grant is approved, Escambia Community Clinics, Inc., would be awarded funding as a FQHC for another three-year period beginning January 1, 2018.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a State of Florida, Division of Emergency Management State-Funded Grant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number 18-BG-XX-01-27-01-XXX:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement Base Grant, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2017, through June 30, 2018;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursement and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (21) Mandated Conditions, Subsection "B", that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330412]

2. Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 18-FG-XX-01-27-01-XXX:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $106,735, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period from July 1, 2017, through June 30, 2018;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and condition of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (22) Mandated Conditions, Subsection "B", that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330413]

3. Recommendation Concerning Street Name Approval of "Mayor Daisy Road" - Horace Jones, Development Services Department Director

That the Board approve the street name "Mayor Daisy Road," for a private road running north off of the 3300 block of McLemore Drive and 1148 feet west of Grow Drive, in Ellyson Industrial Park. One hundred percent of the property owners signed the Petition. This street is in Commission District 4.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201].

4. Recommendation Concerning a Change Order to Merritt Veterinary Supplies, Inc., #170700 - Tim Tolbert, Building Official/Building Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, to Merritt Veterinary Supplies, Inc., Vendor ID #133193, for the continued purchase of necessary veterinary supplies and equipment:

| | |
|---|---|
| Department | Building Services |
| Division | Animal Services |
| Type | Addition |
| Amount | $30,000 |
| Vendor | Merritt Veterinary Supplies, Inc., #133193 |
| Purchase Order (PO) #: | 170700 |
| Change Order (CO) #: | 2 |
| Cost Center for CO: | 250202 |
| Original PO Amount: | $49,000 |
| Cumulative Amount of Change Orders: | $81,000 |
| New PO Total: | $130,000 |

This Change Order is not a request for additional funds from the General Fund. This just allows Animal Services to move funding from other accounts within the Cost Center #250202 to the Merritt Veterinary Supplies PO for needed supplies.

5. Recommendation Concerning Supplemental Budget Amendment #166 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #166, General Fund (001), in the amount of $23,680, to recognize the Sheriff's off-duty officer, insurance and miscellaneous reimbursements/fees, and to appropriate these funds to offset operating expenses in the Sheriff's Budget associated with these programmatic costs.

6. Recommendation Concerning Supplemental Budget Amendment #172 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #172, Local Option Sales Tax (LOST) III Fund (352) and Series 2017 Capital Project Fund (311), in the amount of $7,828,680, to recognize anticipated Federal Emergency Management Agency Funds (FEMA) and a transfer of LOST III Funds in Fund (311), for the construction of the new Jail Facility where all associated construction costs related to this project will be captured.

7. Recommendation Concerning Payment of the SMG Incentive Fees for the Pensacola Bay Center - Amy Lovoy, Assistant County Administrator

   That the Board approve and authorize the issuance of a Purchase Order to pay incentive fees to SMG Management Services for Fiscal Year 2016, for performance incentives in the amount of $157,286.60, as part of the SMG Management Services Agreement, approved by the Board on February 16, 2012, and amended May 21, 2015.

   [Funding: Fund 409, Bay Center Management Fee, Cost Center 360401, Account 53401]

8. Recommendation Concerning Supplemental Budget Amendment #180 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #180, Other Grants and Projects Fund (110), in the amount of $90,470, to recognize proceeds from a State of Florida Division of Emergency Management (FDEM) Federally-Funded Subaward and Grant Agreement, and to appropriate these funds for enhancement of Escambia County's Division of Emergency Management daily and emergency operations and to assist in local disaster planning and community outreach efforts.

9. Recommendation Concerning an Amendment to the 2014 and 2015 HUD Annual Action Plans for the Community Development Block Grant Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2014 and 2015 United States Department of Housing and Urban Development (HUD) Annual Action Plans Regarding the Community Development Block Grant Program:

A. Approve the Amendment to the 2014 and 2015 Annual Action Plans Regarding the Escambia County Community Development Block Grant (CDBG) Program, reallocating $220,410 in funds from the CRA Facade Program and Homeless or Health Public Facility Project to the Erress Boulevard and Diego Circle Blight Reduction Project; and

B. Authorize the County Administrator to sign the Amendment.

[Funding: Fund 129/2015 CDBG, Cost Center 370224 and 2014 CDBG, Cost Center 370221]

10. Recommendation Concerning the Escambia Consortium 2017 Annual Action Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia Consortium Florida 2017 Annual Action Plan:

A. Approve the Escambia Consortium Florida 2017 Annual Action Plan for Housing and Community Development, detailing the use of 2017 Community Development Block Grant (CDBG) funds in the amount of $1,478,299; 2017 HOME Investment Partnerships Program (HOME) funds in the amount of $880,028; and 2017 Emergency Solutions Grant Program (ESG) funds in the amount of $144,059; and

B. Authorize the County Administrator to execute all Escambia Consortium Florida 2017 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2017 CDBG, 2017 HOME, and 2017 ESG Programs.

[Funding: Fund 129/CDBG, Cost Centers 370229, 370230, and 370231; Fund 147/HOME, Cost Center 370269; and Fund 110/ESG, Cost Center 370293]

11. Recommendation Concerning Award for the 2017 ADA Modifications for County Facilities and Parks, PD 16-17.035 - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement for ADA Modifications for County Facilities and Parks between Escambia County, Florida, and Empire Builders Group, Inc., per the terms and conditions of PD 16-17.035, 2017 ADA Modifications for County Facilities and Parks, in the amount of $241,232 base bid, plus $70,096 alternate #3.

[Funds are available in: Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301, $5703; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301, $45,000; 2014 CDBG, Cost Center 370221, Object Code 56301, $45,000; and 2016 CDBG, Cost Center 370228, Object Code 56301, $215,625]

12. Recommendation Concerning Re-Bid Road Department Grapple-Boom Type Loader Body - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rescind the Board's action of January 19, 2017, approving and authorizing the County Administrator to issue a Purchase Order to JLM Equipment, Inc., per the terms and conditions of PD 16-17.015, Re-Bid II Road Department Grapple – Boom Type Loader Body, based on the lowest bid of $55,236; and

B. Approve and authorize the County Administrator to issue a Purchase Order to Petersen Industries, Inc,. per the terms and conditions of PD 16-17.050, Re-Bid Road Department Grapple-Boom Type Loader Body, in the amount of $53,860.76.

[Funding: Fund 175, Transportation Trust Fund, Cost Center, 210402, Road Maintenance, Object Code 56401, Machinery and Equipment]

13. Recommendation Concerning the Acceptance of a Drainage Easement for 4551 Bridgedale Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a drainage easement (approximately 0.07 acres) from Alfred L. Bush and Marsha G. Bush for property located at 4551 Bridgedale Road:

A. Accept the donation of a drainage easement (approximately 0.07 acres) located at 4551 Bridgedale Road, from Alfred L. Bush and Marsha G. Bush for drainage improvements;

B. Authorize the payment of documentary stamps considering the property is being donated for governmental use 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 the Drainage Easement document; and

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

[Funding: Fund 352, LOST III, Account Code 210107/56301, Project #16EN3542 - "Mayfair/Algiers"]

14. Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority Relating to the Purchase, Operation, and Maintenance of a Palm Tree Trimming Lift on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida, County of Escambia, Interlocal Agreement between the County of Escambia and the Santa Rosa Island Authority, Relating to the Purchase, Operation, and Maintenance of a Palm Tree Trimming Lift on Pensacola Beach:

A. Approve the Interlocal Agreement; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF), and the operating and maintenance cost of the equipment will come from the General Fund]

15. Recommendation Concerning Supplemental Budget Amendment #178 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #178, Local Option Sales Tax Fund III (352), in the amount of $65,000, to recognize proceeds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for the purchase of a Palm Tree Trimming Lift on Pensacola Beach.

16. Recommendation Concerning the Innerarity Island Development Corporation Water System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve and authorize the Chairman to sign the First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) Relating to a Potable Water System Improvement Project on Innerarity Island; and

B. Approve and authorize the County Administrator to execute the following Change Order to Emerald Coast Utilities Authority:

| | |
|---|---|
| Department: | Public Works |
| Division: | Transportation and Traffic |
| Type: | Addition |
| Amount: | $91,994.41 |
| Vendor: | Emerald Coast Utilities Authority |
| Project Name: | Innerarity Island Development Corporation (IIDC) Water System |
| Contract: | N/A |
| PO#: | 171024 |
| CO#: | 1 |
| Original Contract Award: | $580,000.00 |
| Cumulative Amount of Change Orders Through this CO: | $91,994.41 |
| New Contract Amount: | $671,994.41 |

[Funding Source: Fund 352, LOST III - IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502]

17. Recommendation Concerning Award for Lubrication Products, Anti-Freeze, and Brake Fluid Specification Contract, PD 16-17.056 - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement Relating to Solicitation # PD 16-17.056, Lubrication Products, Anti-Freeze, and Brake Fluids Specification Contract, between Escambia County, Florida, and R. K. Allen Oil Company, Inc., per the terms and conditions of PD 16-17.056, in the estimated annual amount of $48,000, for Fleet Maintenance - Public Works Department, for a term of 12 months, with an option to renew two 12-month periods.

[Funding: Fund 175, Transportation Fund, Cost Center 210405, Object Code 56401, for $48,000 annually, for Lubrication Products, for Fleet Maintenance Supervisor - Public Works Department]

18. Recommendation Concerning the Acceptance of Declaration of Restrictive Covenants for County-Owned Property for Well Line Road Extension Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the Declaration of Restrictive Covenants for County-Owned Property, located off Saufley Field Road, as mitigation for the Well Line Road Extension Project:

A. Approve and authorize the Chairman or Vice Chairman to execute the Declaration of Restrictive Covenants as of the day of delivery to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time; and

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

[Funding: Fund 352, LOST III, Cost Center 210107, Project #11EN1405]

III. For Discussion

1. Recommendation Concerning Contract Award for New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition and either:

A. Approve, award, and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Jobe's Dirt Works, LLC, per the terms and conditions of PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition for the Base Bid of $119,740;

OR

B. Approve, award, and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Jobe's Dirt Works, LLC, per the terms and conditions of PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition for Base Bid of $119,740 and Additive Alternate 1 $273,735, for a total amount of $393,475;

OR

C. Approve, award, and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Cross Environmental Services, Inc., per the terms and conditions of PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition for the Base Bid of $226,845 and Additive Alternate 2 $48,500 for a total amount of $275,345;

Should Item "A, B or C" be approved, Standard Form of Agreement, Form B: Construction will be prepared and reviewed by the County Attorney's Office;

OR

D. Reject all bids associated with PD 16-17.048. Should Item "D" be approved, the Alternates will be incorporated into the negotiations and subsequent Design/Build Agreement to be prepared by the County Attorney's Office.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center: 290408]

2. Recommendation Concerning Owner Controlled Insurance Program - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning the Owner Controlled Insurance Program (OICP):

A. Exercise the option in PD 16-17.004, Design Build Services for the New Escambia County Correctional Facility, to proceed with establishing an Owner Controlled Insurance Program for the new corrections facility project;

OR

B. Reject the option to put into effect an Owner Controlled Insurance Program for the new correction facility project.

3. Recommendation Concerning an Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority Relating to the Shared Use of a Commercial Driving Training Facility and Testing of Personnel - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority (ECUA) Relating to the Shared Use of a Commercial Driving Training Facility and Testing of Personnel:

A. Approve the Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority, which contains the beginning date of July 17, 2017;

OR

B. Approve the Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority, which contains a blank beginning date; and

C. Authorize the Chairman to sign the approved Interlocal Agreement.

# COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Vacating Suspension of Roberson Underground Utility, LLC from Bidding and Responsible Vendor List.

That the Board approve and authorize the County Administrator to vacate the suspension of Roberson Underground Utility, LLC from bidding and from being awarded contracts under Chapter 46, Escambia County Code of County Ordinances.

2. Recommendation Concerning Scheduling an Attorney/Client Session on August 8, 2017 at 8:30 a.m. to Discuss Pending Litigation in Dellaina Merritt v. Escambia County, Case No.: 3:15-cv-00286-MCR/EMT

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 Tuesday, August 8, 2017 at 8:30 a.m.; and

B. Ratify the public notice printed below that was published in the *Pensacola News Journal* on Saturday, July 29, 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 case of Dellaina Merritt v. Escambia County, Case No.:3:15-cv-00286-MCR/EMT, 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 Tuesday, August 8, 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, attorneys representing Escambia County in the foregoing litigation will be attending. A certified court reporter will attend and report the attorney/client session.

17. Items added to the agenda.

18. Announcements.

19. Adjournment.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12604** **Proclamations 7.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**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:

A. Adopt the Proclamation commending and congratulating Cooper Saunders, Senior Project Coordinator in the Engineering Division of the Public Works Department, on his selection as "Employee of the Month" for August 2017;

B. Adopt the Proclamation proclaiming the week of August 14, 2017, as "West Florida Local Emergency Planning Committee Hazardous Materials Awareness Week" throughout the County, in an effort to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program;

C. Ratify the Proclamation expressing the Boards' appreciation to Ms. Eula Sellers for 23 years of faithful and dedicated service as a County employee; and

D. Ratify the Proclamation extending a warm welcome to Imperial Potentate Gary J. Bergenske, upon the occasion of his visit to Escambia County, Florida.

## 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.

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**Attachments**

Cooper Saunders EOM
Hazardous Materials Awareness Week
Ms. Eula Sellers
Potentate Gary J. Bergenske

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

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

***WHEREAS**, Cooper Saunders, a Senior Project Coordinator in the Engineering Division of the Public Works Department, is selected for "Employee of the Month" for August 2017 for the standards of excellence that he displays in the performance of his duties; and*

***WHEREAS**, Mr. Saunders began his career with Escambia County as an asphalt inspector for the Engineering Division in 1999, and by 2001 he was responsible for the County's Resurfacing Program. In 2006 he was promoted to Program Manager and provided oversight of the Resurfacing Program, FDOT Coordination activities, the Real Estate Section, Engineering's GIS employees, processing of surplus properties, Engineering's Website updates, the Utility Coordination Program, and several drainage projects. In 2010, he and his wife Tiffany purchased a local business, and Cooper left the County to manage their company; and*

***WHEREAS**, in 2015 Mr. Saunders returned to the Engineering Division. He now oversees the Resurfacing and Dirt Road Paving Programs and manages several drainage and transportation projects, including the OLF-X Project located in Santa Rosa County and most of the construction projects on Pensacola Beach. Already this year, Cooper has completed 10 projects that total nearly $4,000,000 and is responsible for programs and active projects that total more than $17,000,000; and*

***WHEREAS**, Mr. Saunders must coordinate with multiple shareholders, County Departments, and outside agencies for the special, high-profile projects he manages. He has successfully developed relationships with the United States Navy, the Sheriff's Office, County Administration, the Board of County Commissioners, Santa Rosa County Public Works, Beach Commercial Property Owners, and Developers; and*

***WHEREAS**, Mr. Saunders has been awarded the Division's Employee of the Month multiple times in 2015, 2016, and 2017 for his exemplary work ethic and performance; and*

***WHEREAS**, during his off-duty hours, Mr. Saunders teaches gun safety classes that are instrumental for citizens to obtain concealed weapon permits. He enjoys traveling abroad to Europe, camping, and mud bogging with his wife, Tiffany, and their daughter, Savannah.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Cooper Saunders on his selection as the "Employee of the Month" for August 2017.*

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

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*Douglas Underhill, Chairman, District Two*

*Jeff Bergosh, Vice Chairman, District One*

*Lumon J. May, District Three*

*Grover C. Robinson, IV, District Four*

*Steven Barry, District Five*

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

_____

*Deputy Clerk*

*Adopted: August 3, 2017*

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

***WHEREAS**, the safe use of hazardous materials is essential to citizens, business, industry, and local governments to maintain economic stability and public health; and*

***WHEREAS**, the West Florida Local Emergency Planning Committee (LEPC) recognizes the importance of protecting our communities from both accidental and deliberate releases of hazardous materials and carrying out State and Federal duties to publicly promote statewide hazardous materials safety; and*

***WHEREAS**, it is essential to increase community preparedness so that both public-sector and private-sector employees know how to safely protect themselves and those for whom they are responsible during an accidental or deliberate release of hazardous materials; and*

***WHEREAS**, the LEPC offers awareness level hazardous materials emergency response training for firefighters, law enforcement, and other public safety personnel as well as Shelter-in-Place presentations to community groups, businesses, schools, and the general public as a means of increasing safety in the event of a hazardous materials release; and*

***WHEREAS**, citizens need to know that emergency responders, emergency management, all levels of government, schools and businesses are working together to ensure that our communities are as prepared as possible to protect all citizens from both accidental and deliberate releases of hazardous materials.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims the week of August 14, 2017, as*

***"WEST FLORIDA LEPC***

***HAZARDOUS MATERIALS AWARENESS WEEK"***

*throughout the County, in an effort to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program.*

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

_____

*Douglas Underhill, Chairman, District Two*

*Jeff Bergosh, Vice Chairman, District One*

*Lumon J. May, District Three*

*Grover C. Robinson, IV, District Four*

*Steven Barry, District Five*

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

_____

*Deputy Clerk*

*Adopted: August 3, 2017*

# *PROCLAMATION*

***WHEREAS**, Eula V. Sellers has served Escambia County, Florida, as an employee of the Board of County Commissioners very faithfully for 23 years, retiring as a Custodial Worker, Facilities Management Department, Custodial Section; and*

***WHEREAS**, Ms. Sellers was hired in July 1994 as a Custodial Worker I in the Facilities Management Department. During her 23 years of service to the citizens of Escambia County, she continuously impressed her supervisors by going well beyond what was expected of her; and*

***WHEREAS**, through the years to follow, Ms. Sellers earned the praise and respect from all those she came in contact with. Ms. Sellers is known for her outstanding customer service and attention to detail; and*

***WHEREAS**, Ms. Sellers has earned numerous accolades throughout her career from the Board of County Commissioners, County Administration, the Department Directors, the Offices of the Clerk and Comptroller, the Supervisor of Elections, and the Property Appraiser, and fellow employees for her untiring work ethic, professionalism, and unwavering commitment to her public service and the citizens of Escambia County.*

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

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners of Escambia County expresses its appreciation to Ms. Eula Sellers for 23 years of faithful and dedicated service as a County employee.*

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

*Jeff Bergosh, Vice Chairman, District One*

*Douglas Underhill, Chairman, District Two*

*Lumon J. May, District Three*

*Grover C. Robinson, IV, District Four*

*Steven Barry, District Five*

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO.

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

*Deputy Clerk*

*Dated: July 19, 2017*

# *PROCLAMATION*

***WHEREAS**, in July during the 2017 Imperial Session held in Daytona Beach, Florida, Gary J. Bergenske was elected Imperial Potentate; and*

***WHEREAS**, Imperial Potentate Bergenske was raised a Master Mason at Eola Lodge #207 in Orlando. He became a member of Bahia Shriners in 1994, where he is a lifetime member and served as Potentate in 2005; and*

**WHEREAS**, *Imperial Potentate Bergenske served on the Imperial Membership Executive Committee for 14 years and was a charter member of both TRAC and PACE teams. While serving on the Committee, he came up with the idea of a mascot (Fez Head Fred) to promote the fraternity and also to attract younger generations; and*

***WHEREAS**, Imperial Potentate Bergenske has owned and operated the J & J Metro Moving and Storage since 1985. He is a motivational speaker and has written three books, which discuss ways to build a better life and become a better leader; and*

***WHEREAS**, Imperial Potentate Bergenske loves hunting, traveling, old cars, and Harley Davidsons; as well as spending time with his wife Anne, six children: Carrie, Lisa, Jason, Jami, David, Jared, and their 11 grandchildren.*

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

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

*Steven Barry, District Five*

*Douglas Underhill, Chairman, District Two*

*Jeff Bergosh, Vice Chairman, District One*

*Lumon J. May, District Three*

*Grover C. Robinson, IV, District Four*

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

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

*Deputy Clerk*

*Dated: July 20, 2017*

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12607** **Proclamations 8.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**Issue:** Years of Service Award Recognition
**From:** Jack Brown, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:
Years of Service Award Recognition.

Recommendation: That the Board recognize with a pin and certificate Angela D. Crawley, Assistant to the County Administrator, for her dedication in 25 years of service to Escambia County

## BACKGROUND:
N/A

## BUDGETARY IMPACT:
Minimal budgetary impact, with funding available through Cost Center 11302, Object Code 54931.

## LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is consistent with the Board's Goals and Objectives for the recognition and appreciation of the County's most valuable resource - its employees. BCC Years of Service Award Policy, Section II, C27; Adopted 04/15/2004; Effective 04/15/2004.

## IMPLEMENTATION/COORDINATION:
N/A

## Attachments

*No file(s) attached.*

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12494** **Written Communication 9.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**Issue:** Environmental (Code) Enforcement Lien Relief- 3103 North R Street
**From:** Chips Kirschenfeld, Director
**Organization:** Natural Resources
**CAO Approval:**

## RECOMMENDATION:

July 6, 2017, communication from James C. Scott, Sr., requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 3103 North "R" Street.

Recommendation: That the Board review and consider Lien relief request made by James C. Scott, Sr., against property located at 3103 North "R" Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

Ms. Scott appeared before the Special Magistrate Robert Beasley. Special Magistrate Beasley denied his request stating the owner had more than adequate time to abate violations and failed to do so.

Mr. Scott then made his request to the County Administrator. Per Board Policy Mr. Scott was denied relief. A denial letter was sent to Mr. Scott on June 7, 2017.

Letter was received by the Office of Environmental Enforcement from Mr. Scott on July 12, 2017, requesting to appear before the Board to make his appeal for Lien relief.

## BACKGROUND:

The Office of Environmental Enforcement received a complaint for dilapidated structure, overgrowth, trash and debris. Owners were notice and failed to comply. Due to failure to abate violations property was scheduled for court and a court order was issued on May 23, 2011. Owners failed to abate violations which resulted in Escambia County Environmental Enforcement abating the violations and placing lien on the property.

Mr. Scott did appeal the Certification of Cost before the Special Magistrate, which was denied. He then made his appeal to the County Administrator. Per Board Policy a denial letter was sent to Mr. Scott. Mr. Scott was/is the owner/violator.

**BUDGETARY IMPACT:**

Court Cost: $450.00
Abatement Cost: $9,400.00
Fines ($50.00 per day 8/23/11-1/24/17) $99,050.00

Total: $108,900.00

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

3103 North R Street

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July 6, 2017

RECEIVED
JUL 12 2017
BY: SS

James C. Scott, Sr.
3110 N. "S" Street
Pensacola, FL 32505

Ms. Sandra Slay
Manager
Environmental Code Enforcement
3363 W. Park Place
Pensacola, FL 32505

Dear Ms. Slay:

I, James C. Scott, Sr., is writing this letter to request a hearing before the Escambia County Commission to waive environmental code fines and any other fines associated with the property/case described below.

Case No.: CE 10-07-03859, Location: 3103 N. "R" St.
RR# 91 7199 9991 7037 1528 2456
PR# 172S301401020007

I am also requesting approval to release the lien on the above mentioned property.

Thank you for your attention and consideration into this matter.

Respectfully,

James C. Scott, Sr. James C Scott

Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

June 7, 2017

Mr. James C. Scott
3310 North "S" Street
Pensacola, Florida 32505

Re: Denial Letter – 3103 North "R" Street, Pensacola, Florida

Dear Mr. Scott:

On August 21, 2014, the Board of County Commissioners adopted a policy that provides guidelines for relief from Environmental (Code) Enforcement Special Magistrate liens. This policy gives me the discretion to grant relief from the administrative fines that have accrued on a Code Enforcement lien without further action from the Board of County Commissioners if all of the following criteria have been satisfied:

1) The property to be released from the Code Enforcement lien is free from all Code Enforcement violations and has an assessed value of $50,000 or less.

2) The violator and/or owner named in the Code Enforcement lien are not in the chain of title of the person requesting the relief. (i.e., the person requesting the relief acquired the property via a foreclosure sale or tax deed auction.)

3) The person requesting relief is not related to the violator and/or owner named in the Code Enforcement lien, has no history of code enforcement violations and pays all of the fees/costs other than the administrative fines accruing on the Code Enforcement lien. (Including the administrative fees and recording costs charged by the Clerk of the Circuit Court)

After reviewing your request for relief from the Escambia County Code Enforcement lien described in your letter dated May 18, 2017 to Sandra Slay, Division Manager, regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.2 – Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.

If you wish to appeal my decision, you may request to be placed on the Board's agenda under written communication. This would allow you to present your case directly to the

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-07-03859
Location: 3103 North "R" Street
PR# 172S301401020007

James C & Mary E Scott
3110 North "S" Street
Pensacola, FL 32505

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017036697 5/16/2017 1:49 PM
OFF REC BK: 7713 PG: 925 Doc Type: CEL1
Recording $10.00

**ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of May 23, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (o), and (p). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated May 23, 2011.

| Itemized | Cost |
|---|---|
| a. Fines ($50.00 per day 8/23/11-1/24/17) | $ 99,050.00 |
| b. Court Costs | $ 450.00 |
| c. County Abatement Fees | $ 9,400.00 |
| Total: | $108,900.00 |

DONE AND ORDERED at Escambia County, Florida on this ____ day of May, 2017.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

May 18, 2017

James C. Scott
3110 North "S" Street
Pensacola, FL 32505

Clerk for the Special Magistrate
Office of Environmental Enforcement
3363 W. Park Place
Pensacola, FL 32505

RE: Case No.: CE 10-07-03859, Location: 3103 N. "R" St.
RR# 91 7199 9991 7037 1528 2456
PR# 172S301401020007

Dear the Honorable Special Magistrate:

I, James C. Scott, is writing this letter to request permission to waive environmental code fines, demolition on my building, and any other code violations associated with this case. I also request permission to release the lien on my property. I am disabled and cannot afford to pay it. I am also writing because I feel I were treated unfairly.

This all started in July 2011 when the Escambia County Code Office indicated that I am in violation of Escambia County Code of Ordinances 42-196 due to nuisance conditions, trash & debris, overgrowth, unsafe building, etc. Before my building was demolished, majority of the improvements were in compliance. Since then, I have continued to make improvements, but photos from the Escambia County Code Enforcement Office were not taken to show proof of the improvements. As a matter of fact, I continued to make improvements up until the last day before they demolished my building. The Code Enforcement Office only showed photos of my property dated in July 2011, before I started cleaning up the property. They did not show current photos.

I truly believe I received unfair treatment and my privacy was also violated. The Environmental Enforcement Office cut the lock off my fenced-in property twice. They even came onto my property without my permission. The first time they cut the lock off, they did not have a permit to show me. When I arrived onto the property, a man was already there. He said they sent him out to pump the sceptic tank. I told him I were not notified that someone was coming out. The man said he did not know what was going on; so he left without pumping the sceptic tank. A few days later, a permit was placed on a pole in front of my property. They cut the lock off my gate again. Although I tried to get most of my belongings out of the building, I was not able to get everything out. My building was torn down before I were able to get everything out of it.

I am not financially able to do all of the improvements at once. As stated before, I cannot afford it and I am disabled. My health will not allow me to do the work myself. A few of my family and friends have volunteered to clean up the property, but some wanted payment which I could not afford.

Although my building has been demolished, I am steady making improvements on the property. It will take some time to do so, but I promise to clean it up. I just need another opportunity to show good faith. Although I am willing to pay the court cost, I am requesting you to take into consideration to waive the cost of the code fines, demolition, release the lien on my property, and any other fines associated with this case.

Respectfully submitted,

James C. Scott James C Scott

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

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA

**ESCAMBIA COUNTY, FLORIDA**

**VS.**

**CASE NO: CE#10-07-03859**
**LOCATION: 3103 North "R" Street**
**PR# 172S30-1401-020-007**

**James C. & Mary E. Scott**
**3110 North "S" Street**
**Pensacola, Florida 32505**

**ORDER**

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

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

_____

☒ 42-196 (d) Overgrowth

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: James Scott shall have until ☆ See Attached, **2011** to correct the violation and to bring the violation into compliance. Corrective action shall include:

☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.

☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing

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

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

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

☐ Immediately cease burning and refrain from future burning

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

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

☐ Obtain necessary permits or cease operations

☐ Acquire proper permits or remove sign(s)

☒ Other Removal of tires + trash + debris - See

☒ Other Attached photos - July 10, 2011

☒ Other Repair Roof + Install FENCE 8/22/2011

☐ Other _____

☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 50 .00 per day, commencing 8/23, **2011.** This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 450.00 are awarded in favor of Escambia County as the prevailing party against James Scott.

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

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

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

**DONE AND ORDERED** at Escambia County, Florida on the 13th day of May, 2011.

Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12504** **Public Hearings 11.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**Issue:** 5:31 p.m. Public Hearing - Vacate a Portion of an Alleyway off West Devane Street
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway off West Devane Street.

Recommendation: That the Board take the following action concerning the 5:31 p.m., Public Hearing to consider the Petition to Vacate a portion of an alleyway off West Devane Street:

A. Cancel the 5:31 p.m., Public Hearing for Thursday, August 3, 2017;

B. Reschedule the Public Hearing for 5:31 p.m., on Thursday, September 7, 2017; and

C. Authorize staff to accept a reduction of public notification from the petitioner from 2,500-foot radius to 500-foot radius due to the minor impact of the vacation request.

## BACKGROUND:

New Hope Apostolic Church, Inc., owns property on both sides of the existing 10' alleyway. The church would like for us to vacate the alleyway so that they would have a contiguous parcel. The property is described as being lots 1 through 4 and lots 22 through 24, Block 52 of Ensley Figland Park) Plat DB 87 P 24.

The 10' wide alleyway runs north and south between West Devane Street and West Johnson Avenue, parallel to Orange Avenue and North Palafox Street. The petitioner, who has requested the alleyway be vacated to the church's southernmost boundary line, which is approximately 175' south of West Devane Street, has indicated that this vacation request has been discussed with the adjacent property owner on the west side of the alleyway, who will also be affected.

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 have

reviewed the request and have no objections. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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 Statues, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent, who will have them recorded in the public records and will have notices published.

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**Attachments**

Aerial Map

Radius Map

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# New Hope Apostolic Church, Inc.

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 6/20/17 DISTRICT 3

**New Hope Apostolic Church, Inc.**

**Area requested to be vacated**

# New Hope Apostolic Church, Inc.

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 7/20/17 DISTRICT 3

**Radius**

**Area requested to be vacated**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12505** **Public Hearings 12.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**Issue:** 5:32 p.m. Public Hearing - Vacate a Portion of Semmes Street
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the vacation of a portion of Semmes Street.

Recommendation: That the Board take the following action concerning the vacation of a Portion of Semmes Street:

A. Approve or deny the vacation of a portion (approximately 66 feet X 690 feet) of Semmes Street, as petitioned by GPD, subject to a utility easement being retained over said right of way requesting to be vacated;

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:

The petitioner, GPD, is requesting to vacate a portion of Semmes Street right-of-way, approximately 66' x 690', just south of the Perdido Gardens development project, of which GPD is the owner.

Semmes Street is located in the Perdido Key area and runs east and west from River Road and meanders back to Perdido Key Drive. However, the right of way of Semmes Street is not consistent due to a previously-approved vacation request (August 19, 2004) when WCI petitioned the Board of County Commissioners to vacate approximately 3.26 acres of Semmes Street right of way. This previously-vacated portion is directly east of the portion of Semmes Street addressed in this petition.

There are no encroachment issues involved with this vacation of right of way request.

Staff has reviewed the request and has no objection to the vacation of right of way. All utility companies have reviewed the request, and three utility companies (ECUA, Gulf Power and Energy Services of Pensacola) have requested to retain an easement.

It does not appear that anyone would be denied access to his or her property should this request be granted.

Notifications were sent to the surrounding property owners within a 500' radius.

**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:**

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 Statues, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent, who will have them recorded in the public records and will have notices published.

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**Attachments**

Hold Harmless
Resolution
Notice of Adoption
Proof Publication
Cert.PropertyOwners
Map

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HOLD/HARMLESS AGREEMENT

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

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

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

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

**COMMENCE AT THE SOUTHEAST CORNER OF PERDIDO GARDENS PHASE 1 AS RECORDED IN PLAT BOOK 18 AT PAGE 24 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 33 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 119.46 FEET; THENCE GO SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 641.77 FEET TO NORTH RIGHT OF WAY LINE OF SEMMES STREET (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A 72.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SEMMES ROAD; THENCE GO SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 57.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 554.67 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 554.67 FEET FOR AN ARC DISTANCE OF 210.37 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= SOUTH 77 DEGREES 28 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 209.11 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 416.43 FEET; THENCE GO NORTH 02 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.15 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SEMMES STREET; THENCE GO NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 411.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.67 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 488.67 FEET FOR AN ARC DISTANCE OF 185.34 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= NORTH 77 DEGREES 28 MINUTES 54 SECONDS EAST, CHORD DISTANCE= 184.23 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 66 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 01.04 ACRES MORE OR LESS.**

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

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

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

Executed in the presence of:

Witness

Print or type name

Witness

Print or type name

GPD
Corporation or Company Name

Petitioner(s)

EDWARD T. CZMUT
Print or type name(s)

Title: ENGINEER

Date: 7/20/2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of July, 2017, by Edward T Czmut as Engineer of GPD. He/She is (✓) personally known to me, (___) produced current Florida/Other ___ driver's license as identification, and/or (___) produced current ___ as identification.

RYAN SIEG
MY COMMISSION # FF 940306
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

(Notary Seal must be affixed)

Notary Public

Ryan Sieg
Print or type name

Commission Expires: 12/1/19
Commission Number: FF940306

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
D.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, GPD 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 SOUTHEAST CORNER OF PERDIDO GARDENS PHASE 1 AS RECORDED IN PLAT BOOK 18 AT PAGE 24 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 33 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 119.46 FEET; THENCE GO SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 641.77 FEET TO NORTH RIGHT OF WAY LINE OF SEMMES STREET (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A 72.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SEMMES ROAD; THENCE GO SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 57.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 554.67 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 554.67 FEET FOR AN ARC DISTANCE OF 210.37 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= SOUTH 77 DEGREES 28 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 209.11 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 416.43 FEET; THENCE GO NORTH 02 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.15 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SEMMES STREET; THENCE GO NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 411.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.67 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 488.67 FEET FOR AN ARC DISTANCE OF 185.34 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= NORTH 77 DEGREES 28 MINUTES 54 SECONDS EAST, CHORD DISTANCE= 184.23 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 66 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 01.04 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(s), GPD, has caused to be published on July 13, , 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 5:32 pm on August 3, 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, Emerald Coast Utilities Authority (ECUA), and Pensacola Energy:

**COMMENCE AT THE SOUTHEAST CORNER OF PERDIDO GARDENS PHASE 1 AS RECORDED IN PLAT BOOK 18 AT PAGE 24 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 33 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 119.46 FEET; THENCE GO SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 641.77 FEET TO NORTH RIGHT OF WAY LINE OF SEMMES STREET (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A 72.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SEMMES ROAD; THENCE GO SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 57.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 554.67 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 554.67 FEET FOR AN ARC DISTANCE OF 210.37 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= SOUTH 77 DEGREES 28 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 209.11 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 416.43 FEET; THENCE GO NORTH 02 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.15 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SEMMES STREET; THENCE GO NORTH 88**

**DEGREES 25 MINUTES 07 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 411.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.67 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 488.67 FEET FOR AN ARC DISTANCE OF 185.34 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= NORTH 77 DEGREES 28 MINUTES 54 SECONDS EAST, CHORD DISTANCE= 184.23 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 66 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 01.04 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 THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on August 3, 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 SOUTHEAST CORNER OF PERDIDO GARDENS PHASE 1 AS RECORDED IN PLAT BOOK 18 AT PAGE 24 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 33 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 119.46 FEET; THENCE GO SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 641.77 FEET TO NORTH RIGHT OF WAY LINE OF SEMMES STREET (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A 72.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SEMMES ROAD; THENCE GO SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 57.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 554.67 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 554.67 FEET FOR AN ARC DISTANCE OF 210.37 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= SOUTH 77 DEGREES 28 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 209.11 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 416.43 FEET; THENCE GO NORTH 02 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.15 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SEMMES STREET; THENCE GO NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 411.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.67 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 488.67 FEET FOR AN ARC DISTANCE OF 185.34 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= NORTH 77 DEGREES 28 MINUTES 54 SECONDS EAST, CHORD DISTANCE= 184.23 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 66 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 01.04 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

Escambia
Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

# STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of PUBLIC HEARING 08-03-2017 – INTENT TO VACATE PERDIDO GARDENS in the _____ Court was published in said newspaper in the issues of JULY 13, 2017

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

PUBLISHER

Sworn to and subscribed before me this 13TH day of JULY A.D., 2017

PAULA D. TURNER
NOTARY PUBLIC

PAULA D. TURNER
Notary Public - State of Florida
Commission #FF 999700
My Commission Expires
August 24, 2020

**NOTICE OF PUBLIC HEARING ON 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.**

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on August 3, A.D., 2017, at 5:32 p.m., in the Board of County Commissioner's meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Pensacola, Florida, to consider the feasibility of vacating, closing, and abandoning the following described public road rights-of-way, alleyway or other land dedicated for public use:

COMMENCE AT THE SOUTHEAST CORNER OF PERDIDO GARDENS PHASE 1 AS RECORDED IN PLAT BOOK 18 AT PAGE 24 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGRES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 119.46 FEET; THENCE GO SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 641.77 FEET TO NORTH RIGHT OF WAY LINE OF SEMMES STREET (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A 72.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SEMMES ROAD; THENCE GO SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 57.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 554.67 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 554.67 FEET FOR AN ARC DISTANCE OF 210.37 FEET (DELTA = 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING = SOUTH 77 DEGREES 28 MINUTES 54 SECONDS WEST, CHORD DISTANCE = 209.11 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 416.43 FEET; THENCE GO NORTH 02 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.15 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SEMMES STREET; THENCE GO NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 411.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.67 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 488.67 FEET FOR AN ARC DISTANXE OF 185.34 FEET (DELTA = 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING = NORTH 77 DEGREES 28 MINUTES 54 SECONDS EAST, CHORD DISTANCE = 184.23 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 66 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 01.04 ACRES MORE OR LESS.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for theses meetings containing specific items to be considered in the order of presentation may be obtained

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do ✓ hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 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, dated 7/11/17.

Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Edward T. Czmut who personally known to me or who have/has produced _____ as identification and who is/are known to me to be the individual(s) described in and who acknowledged that _____ executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 11 day of July, A.D., 2017.

RYAN SIEG
MY COMMISSION # FF 940306
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

Notary Public

Ryan Sieg
Print or type name

Commission Number: FF940306
Commission Expires: 12/1/19

perdido
title & abstract, inc.

**July 17, 2017**

**Tom Hammond | Engineer**

**RE: Semmes Road | Vacation | Attached Survey**
**PTA File# PTA-0179**

Pursuant to your request, we have checked the 2016 Tax Roll and searched the Public Records of Escambia County, Florida to and including **July 15, 2017** at 5:00 p.m. Said search was performed to ascertain the names and addresses of the current record owners within a 500 foot radius to the property identified above.

The list attached hereto, consisting of **two (2)** pages, is a certified list of the aforesaid owners with contiguous property.

This search is prepared and furnished for information only. Maximum liability for incorrect information is limited to $1,000.00 under Section 627.7843 F.S.

If we can be of any further assistance please call.

Respectfully,

Vicki H. Campbell, C.L.S.
Perdido Title and Abstract, Inc.

Glen and Ruby Lynn Cochran
PO Box 690
Quitman, MS 39355

William O. Short and Valerie C OKeefe
14509 Meadow Drive
Pensacola, FL 32507

Charlotte Watson
2016 Fairway Drive
Shreveport, LA 71106

Steven and Kerrilyn Gavin
3155 Sonya Street
Milton, FL 32571

Warren Investments LLC
900 38th St N
Birmingham, AL 35222

Lariva Land Co LLC
14477 Salt Meadow Drive
Pensacola, FL 32507

Obie and Courtney Powell
309 Park Road
Portsmouth, VA 23707

Gerard and Lacretta Rowe
14469 Salt Meadow Drive
Pensacola, FL 32507

William Powis
14465 Salt Meadow Drive
Pensacola, FL 32507

Kenneth and Iliana Mielcarek
14457 Salt Meadow Drive
Pensacola, FL 32507

Lee Ann O'Brien
14453 Salt Meadow Drive
Pensacola, FL 32507

Barry and Denise Bayliff
Jeffery and Jeanine Hamm
14449 Salt Meadow Drive
Pensacola, FL 32507

Joseph and Elizabeth Romero
14445 Salt Meadow Drive
Pensacola, FL 32507

Rolland and Kimberly Stafford
6475 Willowbridge Drive
Fairhope, AL 36532

Chase and Melissa Bush
14478 Salt Meadow Drive
Pensacola, FL 32507

Charles Bonaventure
14480 Salt Meadow Drive
Pensacola, FL 32507

Andrew and Doris Gilbert
14484 Salt Meadow Drive
Pensacola, FL 32507

Jerry Overton and Lisa Matway
14488 Salt Meadow Drive
Pensacola, FL 32507

Michael and Karyn Suskind
14492 Salt Meadow Drive
Pensacola, FL 32507

WCI Communities LLC
14570 Perdido Key Drive
Pensacola, FL 32507

Schultz Real Estate Holdings, LLC
The Entrust Group, Inc
730 N Victoria
Palatine, IL 60074

Ariel L Baltis
14504 Salt Meadow Drive
Pensacola, FL 32507

John J. and MacKenzie L. Arball
14493 Salt Meadows Drive
Pensacola, FL 32507

Valerie Roberts
14508 Salt Meadow Drive
Pensacola, FL 32507

Char'lesa and Greggina T.Brown
14514 Salt Meadow Drive
Pensacola, FL 32507

Michael and Ekaterini Jones
240 N French Quarter Dr
Houma, LA 70364

Manish and Tina Shah
14512 Salt Meadow Drive
Pensacola, FL 32507

April and Russell Cole
314 Pinewell Drive
Norfolk, VA 23503

Patricia Lofton
14501 Salt Meadow Drive
Pensacola, FL 32507

Max Felton
6528 Carlinga Drive
Pensacola, FL 32507

Boll Real Estate LLC and
Dan Head
14620 Perdido Key Drive, Suite 100
Pensacola, FL 32507

GPD
1900 Whitten Road
Memphis, TN 38133

Townhomes at Lost Key & Beach Club HOA Inc
14000 Perdido Key Drive
Pensacola, FL 32507

Lost Key Golf and Beach Club Master HOA Inc
14570 Perdido Key Drive
Pensacola, FL 32507

Janice Ruymann
6852 Lake Charlene Drive
Pensacola, FL 32507

Frank J Herbert III
203 Englewood Drive
Layfayette, LA 70503

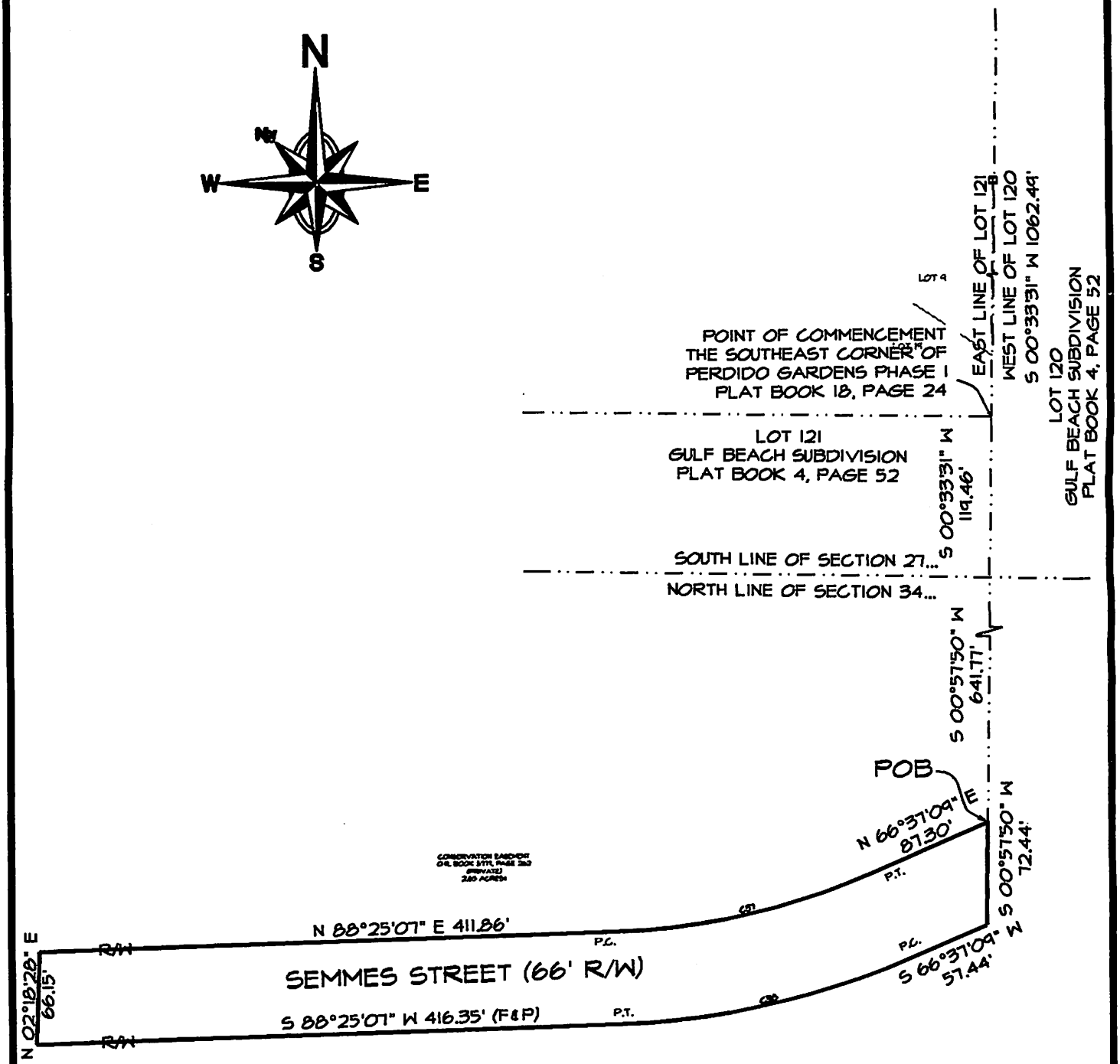
Patrick E Key, Jr
162 Water Oak Drive
Newport, NC 28570

David E Foster
PO Box 1171
Lagrange, GA 30241

Gerald Loughlin
415 W Main Street
Montour Fall, NY 14865

Preston Arnold
14350 Semmes Street
Pensacola, FL 32507

DESCRIPTION DRAWING | JOB NO.: 10-20794-17




| PROPERTY LINE CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA-ANGLE | TANGENT | CHORD | CHORD-BEARING |
| C37 | 185.34' | 488.67' | 21°43'50" | 93.80 | 184.23' | N77°28'54"E |
| C38 | 210.37' | 554.67' | 21°43'50" | 106.46 | 209.11' | S77°28'54"W |

SCALE:1"=100'


NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

DESCRIPTION DRAWING | JOB NO.: 10-20794-17

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PERDIDO GARDENS PHASE I AS RECORDED IN PLAT BOOK 18 AT PAGE 24 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 33 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 119.46 FEET; THENCE GO SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 641.77 FEET TO NORTH RIGHT OF WAY LINE OF SEMMES STREET (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 57 MINUTES 50 SECONDS WEST FOR A 72.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SEMMES ROAD; THENCE GO SOUTH 66 DEGREES 37 MINUTES 09 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 57.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 554.67 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 554.67 FEET FOR AN ARC DISTANCE OF 210.37 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= SOUTH 77 DEGREES 28 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 209.11 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 416.43 FEET; THENCE GO NORTH 02 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 66.15 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SEMMES STREET; THENCE GO NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 411.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.67 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 488.67 FEET FOR AN ARC DISTANCE OF 185.34 FEET (DELTA= 21 DEGREES 43 MINUTES 50 SECONDS, CHORD BEARING= NORTH 77 DEGREES 28 MINUTES 54 SECONDS EAST, CHORD DISTANCE= 184.23 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 66 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SEMMES STREET FOR A DISTANCE OF 87.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 01.04 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

Fred R. Thompson 4/4/17

*FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR*
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE:1"=100'

NW NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

# Semmes Street Vacation

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 6/21/17 DISTRICT 2

**Proposed Vacation**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12503** **Public Hearings 13.**

**BCC Regular Meeting**

**Meeting Date:** 08/03/2017

**Issue:** 5:33 p.m. Public Hearing to Consider an Ordinance Amending Section 74-36(18) of the Escambia County Code of Ordinances

**From:** Kristin Hual, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

## RECOMMENDATION:

5:33 p.m. Public Hearing to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach to replace all references to the Santa Rosa Island Authority (SRIA) with Escambia County and delete any references to the SRIA's Executive Director.

## BACKGROUND:

Effective October 1, 2015, Escambia County assumed responsibility for public works and public safety functions on Santa Rosa Island and assumed exclusive ownership and control of all public facilities of the Santa Rosa Island Authority. The proposed Ordinance will amend Section 74-36(18) relating to rules and regulations applicable to persons using the beach to replace all references to the Santa Rosa Island Authority with Escambia County and delete any references to the SRIA's Executive Director.

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the *Pensacola News Journal* on Saturday, July 22, 2017.

**PERSONNEL:**
N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**
N/A

**IMPLEMENTATION/COORDINATION:**
A copy of the Ordinance will be filed with the Department of State.

---

**Attachments**

CLEAN - Ordinance
PNJ Proof of Publication

---

**ORDINANCE 2017-_____**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 74, ARTICLE II, SECTION 74-36(18) OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO RULES AND REGULATIONS APPLICABLE TO PERSONS USING THE BEACH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the authority granted in §125.01, Florida Statutes, this Board previously enacted the "park and recreational ordinance" now codified as Chapter 74, Article II, Sec. 74-31 through Sec. 74-40; and

**WHEREAS**, the Board of County Commissioners finds that Sec. 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach requires amendment; and

**WHEREAS**, the Board of County Commissioners further finds that the proposed amendment to Sec. 74-36(18) 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 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 74-36. - Rules and regulations.**

The following rules and regulations shall apply to all beaches, parks, parkways, playgrounds, piers, recreational areas, recreational centers, and the Old Pensacola Bay Bridge, all of which shall collectively be designated in this article as "*parks and recreational areas.*" It shall be unlawful for any person or corporation to do any of the acts specified in this section within the limits of such parks and recreational areas, or other facilities and properties owned or operated by the county for park and recreational purposes:

(1) No automobile, motorcycle, motorscooter, or other motorized mode of conveyance shall be driven or parked on any park or recreational center, except in those areas specifically designated therefor by signs; provided, however, that the board of county commissioners or its designated agent may, from time to time, issue written permission granting special parking privileges, upon application therefor, to persons suffering from active physical disabilities, which permits shall specifically recite on the face thereof, the exact extent of the special privilege and the area or areas to be involved.

(2) Dogs, cats and other animals are prohibited from and shall not be allowed on or into the confines of any county park or recreation area, except in areas set aside for such animals; and except Seeing Eye dogs being utilized for the assistance of the deaf or severely hearing-impaired; and except as authorized by a vote of the majority of the board of county commissioners as provided in section 10-11(c)(5). Any owner, custodian

or person having control over any dog, cat or other animal who shall bring, cause to be brought or otherwise allow any such animal within a county park or recreational area shall be guilty of a violation of this article.

(3) No paper, waste, garbage, trash or debris or any other litter shall be left or disposed of on any county park or recreational area, in any other place other than appropriate receptacles provided therefor.

(4) It is prohibited to make or kindle any fire for any purpose, except in places specifically provided therefor.

(5) The sale of candy, ice cream, food of any kind, soft drinks, athletic and sporting equipment or parts thereof or any other items that may be offered for sale in any county park or recreational area is prohibited; however, the county administrator or his designee, may from time to time issue permits for the sale of any of the above on such terms and conditions which shall include the following:

a. Permits may be granted to individuals, corporations, clubs and other community organizations for sporting events, entertainments, fairs, festivals and other social events or functions;

b. The applicant shall deliver to the county administrator or designee a completed permit application at least five working days in advance of the proposed event;

c. Any permit issued therefrom shall restrict the applicant's event or function to the premises stated in its application and shall expire at the conclusion of such event or function;

d. At the time of application for such permit, the applicant shall furnish the county administrator or designee a copy of proof of insurance in a type and of an amount reasonably acceptable to the county covering any potential liabilities or losses related to the proposed event;

e. If the applicant is a corporation, club or other organization, it shall include in its permit application the names and addresses of its officers and directors, a copy of its charter showing it is licensed to do business in the state and the objects and purposes for which it was organized;

f. The applicant shall indemnify the county for all damages and losses of any type which might be suffered by the county as a consequence of its issuance of such permit to the applicant; and

g. Upon approval of such application, the county administrator or designee shall issue such permit which shall be displayed in a conspicuous location at the event. Notwithstanding the foregoing, this provision shall not apply to those management agreements entered into by the county for the management of county-owned parks and recreational areas.

(6) The sale and consumption of beer and intoxicating beverages in any county park or recreational area is prohibited; however, the county administrator or his designee, may from time to time issue permits for the sale and consumption of beer and intoxicating

beverages on such terms and conditions which shall include the following:

a. Permits may be granted to individuals, corporations, clubs and other community organizations for sporting events, entertainments, fairs, festivals and other social events or functions;

b. The person applying for such permit, individually or as a corporate representative, shall be at least 21 years old and of good moral character and shall not have been convicted of or pled nolo contendere to any alcoholic beverage-related law or ordinance violation;

c. The applicant shall deliver to the county administrator or designee a completed permit application at least five working days in advance of the proposed event;

d. Any permit issued therefrom shall restrict the applicant's event or function to the premises stated in its application and shall expire at the conclusion of such event or function;

e. The application shall list all persons at the event serving beer and intoxicating beverages and attest that all persons are at least 21 years of age;

f. At the time of application for such permit, the applicant shall furnish the county administrator or designee a copy of proof of insurance in a type and of an amount reasonably acceptable to the county covering any potential liabilities or losses related to the proposed event;

g. If the applicant is a corporation, club or other organization, it shall include in its permit application the names and addresses of its officers and directors, a copy of its charter showing it is licensed to do business in the state and the objects and purposes for which it was organized;

h. The corporation, club or other organization shall include in its permit application a statement that the organization has never been convicted of any violation of state alcoholic beverage laws or related county ordinances;

i. The applicant shall indemnify the county for all damages and losses of any type which might be suffered by the county as a consequence of its issuance of such permit to the applicant; and

j. Upon approval of such application, the county administrator or designee shall issue such permit which shall be displayed in a conspicuous location at the event. Notwithstanding the foregoing, this provision shall not apply to those management agreements entered into by the county for the management of county-owned parks and recreational areas.

(7) The renting or leasing of any athletic sporting equipment or recreational equipment or any other items that may be offered for rental or lease in any county park or recreational area is prohibited; however, the county administrator or his designee, may from time to time issue permits for the rental or lease of any of the above on terms and conditions which shall include the following:

a. Permits may be granted to individuals, corporations, clubs and other community organizations for sporting events, entertainments, fairs, festivals and other social events or functions;

b. The applicant shall deliver to the county administrator or designee a completed permit application at least five working days in advance of the proposed event;

c. Any permit issued therefrom shall restrict the applicant's event or function to the premises stated in its application and shall expire at the conclusion of such event or function;

d. At the time of application for such permit, the applicant shall furnish the county administrator or designee a copy of proof of insurance in a type and of an amount reasonably acceptable to the county covering any potential liabilities or losses related to the proposed event;

e. If the applicant is a corporation, club or other organization, it shall include in its permit application the names and addresses of its officers and directors, a copy of its charter showing it is licensed to do business in the state and the objects and purposes for which it was organized;

f. The applicant shall indemnify the county for all damages and losses of any type which might be suffered by the county as a consequence of its issuance of such permit to the applicant; and

g. Upon approval of such application, the county administrator or designee shall issue such permit which shall be displayed in a conspicuous location at the event. Notwithstanding the foregoing, this provision shall not apply to those management agreements entered into by the county for the management of county-owned parks and recreational areas.

(8) Overnight camping of any type shall not be allowed at any county park or recreational area, which shall include house trailers, travel trailers, mobile campers, tents or any other shelter used in association with camping, except upon issuance of a permit by the county administrator or his designee, except where areas are specifically provided and designated in a park for overnight camping.

(9) The carrying or discharging of any firecrackers, rockets, torpedoes or any fireworks are prohibited, except by special written permits granted by the county administrator or his designee.

(10) It is prohibited to cut, break into, injure, deface or disturb any tree, shrub, plant, building, wall, fence, bench or other structure, apparatus or property; or to pluck, pull up, cut, take or remove any shrub, tree, bush, plant, flower or sign; or mark or write upon any building, fence, bench, sign or other structure.

(11) It is prohibited to catch, injure, destroy or interfere in any way with birds, squirrels or any wild animals, except poisonous reptiles.

(12) It is prohibited to drive or operate any motor vehicle in excess of 15 miles per hour, unless otherwise posted.

(13) It is prohibited to picnic or lunch in a place other than in areas designated for that purpose, or leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, cans, bottles, garbage and other refuse is placed in the disposal receptacles provided therefor. The use of glass containers of any type for food or drink is prohibited in any county park or recreational area.

(14) Permits are required for all types of special events when held on park or recreation property. The county administrator or his designee shall be authorized to issue permits for all special events.

(15) It is prohibited to discharge any waste water or the contents of a holding tank from any self-contained trailer, except when into a designated dumping station when provided.

(16) It is prohibited to ride bicycles, tricycles or other nonmotorized vehicles in any county park or recreational area, except on designated biking paths.

(17) It is prohibited to drive, chip or hit golf balls on any athletic field in any county park or recreational area, except in designated golfing areas.

(18) No person may deliberately disobey a reasonable command made while such person is using the beach or any structure thereon owned or operated by ~~the Santa Rosa Island Authority~~ Escambia County.

a. A reasonable command shall be made only for the purpose of ensuring the safety of persons using the beach and the structures thereon;

b. A reasonable command shall only be made by ~~the executive director,~~ the director of public safety, the water safety supervisor or the senior lifeguards of ~~the Santa Rosa Island Authority~~ Escambia County while in the performance of their duties;

c. A reasonable command must be preceded by a verbal warning to such person to cease the activity or behavior, which is jeopardizing the safety of persons using the beach and the structures thereon; and such person shall be given a reasonable opportunity to comply with the warning;

d. A reasonable command shall be made in the presence of the Escambia County Sheriff or one of his or her deputies; and

e. A reasonable command shall include, but not be limited to, the following commands:

1. To cease fishing (including shark fishing and spear fishing) too close to bathers;
2. To cease operating any nonmotorized boat/kayak too close to bathers;
3. To cease playing games or throwing or tossing objects or balls (such as baseballs, volleyballs and footballs) when the safety of others is endangered;
4. To cease digging holes or tunnels in the sand to the extent it endangers the safety of the person(s) digging or tunneling, or the safety of others;
5. To cease climbing on lifeguard towers;
6. To cease jumping/diving off the Gulf Pier, the Quietwater Pier or any other

public pier or structure;

7. To refrain from entering the Gulf of Mexico during red flag or double red flag conditions;
8. To refrain from entering the Gulf of Mexico or Santa Rosa Sound when, in the opinion of ~~the executive director,~~ the director of public safety, the water safety supervisor or the senior lifeguards of ~~the Santa Rosa Island Authority~~ Escambia County, a person is impaired by alcohol or any other substance to the extent that entering the Gulf of Mexico or Santa Rosa Sound endangers that person or other persons;
9. To refrain from entering the Gulf of Mexico and swimming under/around the Gulf Pier during yellow flag, red flag or double red flag conditions or when there is anyone fishing from the Gulf Pier;
10. To refrain from reentering the Gulf of Mexico on Santa Rosa Island within 24 hours after being rescued from the Gulf of Mexico on Santa Rosa Island; and
11. To remove objects or structures (such as tents), which reasonable~~y~~ impair a lifeguard's ability to monitor the safety of bathers or to perform the duties of a lifeguard.

**Section 3.** **Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4.** **Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5.** **Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF_____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title:
Date: 8/14/17

Enacted:
Filed with Department of State:
Effective:

PENSACOLA News Journal pnj.com

Affidavits Requested:
3

Shawn Simpster Board of County Commissioners
ESCAMBIA CO ATTORNEY/LEGAL ADS
221 PALAFOX PLACE
SUITE 430
PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

**07/22/17**

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

Sworn to and Subscribed before me this 21th of July 2017, by Brittni L Pennington who is personally known to me

Brittni L Pennington
Affiant

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

Publication Cost: $184.62
Ad No: 0002286424
Customer No: PNJ-26717750

**NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE**

**NOTICE IS HEREBY GIVEN** of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **August 03, 2017 at 5:33 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 74, ARTICLE II, SECTION 74-36(18) OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO RULES AND REGULATIONS APPLICABLE TO PERSONS USING THE BEACH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

Legal No. 2286424 1T July 22, 2017

**NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE**

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

Legal No. 2286424 1T July 22, 2017

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

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12495** **Public Hearings 14.**

**BCC Regular Meeting**

**Meeting Date:** 08/03/2017

**Issue:** 5:34 p.m. Public Hearing - Vacate a Portion of Unopened Right-of-Way Off Arthur Brown Road

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

**Organization:** Public Works

**CAO Approval:**

---

## RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of the vacation of a portion of unopened right-of-way off Arthur Brown Road, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of a portion of unopened right-of-way off Arthur Brown Road:

A. Approve or deny the vacation of a portion of unopened right-of-way (approximately 0.16 acres) off Arthur Brown Road;

B. Adopt the Resolution to Vacate; and

C. 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.

[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 McMillan Mill Company's Addition to Walnut Hill recorded in Deed Book 79, Page 484. There are only two property owners abutting the area to be vacated, each having access to his/her property from Arthur Brown Road.

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 the vacation of this property.

Notifications were sent to the surrounding property owners within a 500' radius.

**BUDGETARY IMPACT:**

Indirect staff cost associated with the preparation of documents and recommendation. Funding Source: 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:**

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**

Resolution
Notice of Adoption
Proof of Publication
Certification of owners
Map
Map Overlay with Plat
Legal Description
Plat

---

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, the Board of County Commissioners of Escambia County, Florida, on the Board's Own Motion and pursuant to Section 336.10, Florida Statutes and Vacation Policy – Section III (A) of the Board of County Commissioners Policy Manual, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

> A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:
>
> Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.
>
> Said parcel contains 0.16 acre, 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, the Board of County Commissioners, have caused to be published on July 20, 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 5:34 p.m. on Thursday, August 3, 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;

> A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:
>
> Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.
>
> Said parcel contains 0.16 acre, more or less.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
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 THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on August 3, 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:

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:
Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, 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 3rd day of August, A.D., 2017.

Board of County Commissioners
Escambia County, Florida

PENSACOLA News Journal pnj.com

Affidavits Requested:
1

Kayla Meador, DEVELOPMENT Servic Kayla Meador
DEVELOPMENT SVCS DEPT/LEGALS
3363 WEST PARK PLACE
DEVELOPMENT SERVICES DEPARTMENT
PENSACOLA FL 32505

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida
*County of Escambia:*

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

NOTICE OF PUBLIC HEARING

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

**07/20/17**

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

Sworn to and Subscribed before me this 24th of July 2017, by Brittni L Pennington who is personally known to me

Brittni L. Pennington
Affiant

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

Publication Cost: $274.98
Ad No: 0002284846
Customer No: PNJ-26700700

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

NOTICE OF PUBLIC HEARING ON 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.

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on **THURSDAY, AUGUST 3, 2017, at 5:34 PM**, in the Board of County Commissioner's meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Room 100, 221 Palafox Place, Pensacola, Florida, to consider the feasibility of vacating, closing, and abandoning the following described public road rights-of-way, alleyway or other land dedicated for public use:

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows: Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 420, Ernie Lee Magaha Government Building, 221 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Judy Witterstaeter at 595-4900 at least 72 hours in advance of the meeting.

Any person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based on.
Legal No. 1T July 20, 2017

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned hereby certifies that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 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, dated July 18, 2017.

Kara Johnson, READ Technician

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Kara Johnson who is personally known to me or who have/has produced _____ as identification and who is/are known to me to be the individual(s) described in and who acknowledged that _____ executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 18 day of July, A.D., 2017.

Notary Public

Stacey S. Ward
Print or type name

Commission Number:
Commission Expires:

STACEY S. WARD
Notary Public - State of Florida
Commission #FF110637
My Commission Expires
April 7, 2018

# 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**

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.

# 6020 ARTHUR BROWN RD

0 50 100 150 Ft

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

# LEGAL DESCRIPTION AND SKETCH
# EXHIBIT "A"

Legal Description

Prepared at the request of the Escambia County Real Estate Department

April 13, 2017

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

Surveyor's Notes:

1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
    a. Projection Zone: Florida North (State Plane)
    b. Projection Type: Lambert Conformal Conic
    c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 2011)).
        i. The State Plane Coordinates for the Point of Commencement are:
            1. Northing = 698,804.48'
            2. Easting = 1,025,653.39'
4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) This sketch and description does not reflect, determine, or guarantee ownership.
7) Internal improvements were not located, if any.
8) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
9) No attempt was made to locate written or unwritten easements or right of ways.
10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
12) The sketch and description are not full and complete without the other.
13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
14) Documents used in the preparation of this sketch and description: Deeds of record; Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of Escambia County, Florida; Filed Certified Corner Record Forms; Escambia County Property Appraiser Maps; and existing field monumentation.
15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

| | |
|---|---|
| Drawn By: MK | Project No.: 20170041 |
| Survey Date: | Drawing No. L-5095 |
| Drawing Date: 04/18/2017 | Field Book: Page: |
| Section, Township, Range: 1, T-4-N, R-33-W | |
| Type of Survey: Description and Sketch | Sheet No. 1 of 2 |
| Revisions: | Date: |

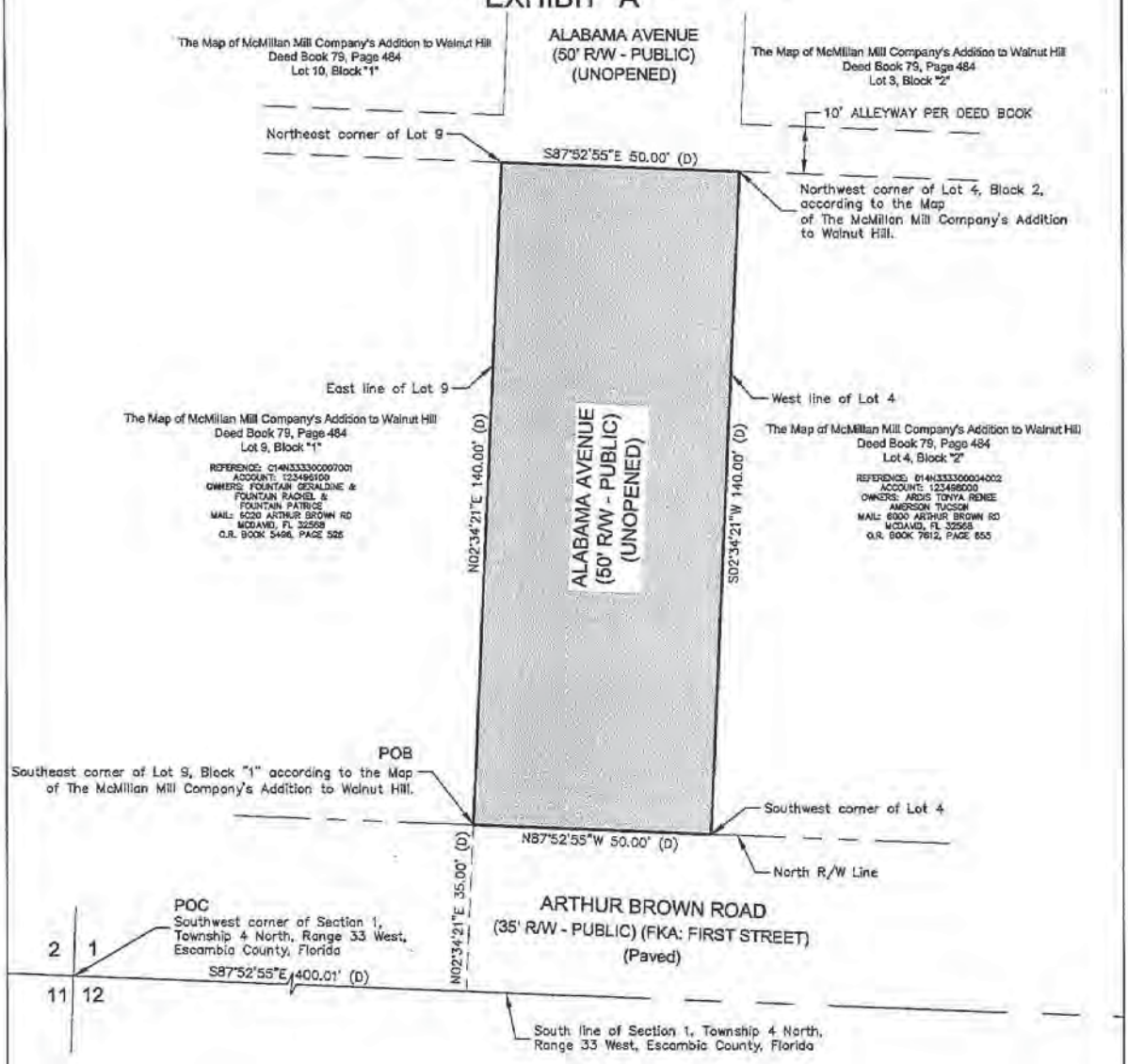
ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: 4/20/2017

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

# LEGAL DESCRIPTION AND SKETCH
# EXHIBIT "A"




Surveyor Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.

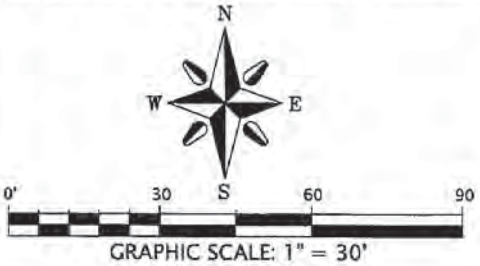
2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

3) The description and sketch are not full and complete without the other.

4) The official record of this description & sketch is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGEND:

O.R. BOOK - OFFICIAL RECORD BOOK
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
FKA - FORMERLY KNOWN AS
(D) - DEED BOOK
- R/W LINE
- PROPERTY LINE
- SECTION LINE
- SUBJECT R/W VACATION




GRAPHIC SCALE: 1" = 30'

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

| | | |
|---|---|---|
| Drawn By: MK | Project No.: 20170041 | ENGINEERING DEPARTMENT<br>ESCAMBIA COUNTY, FLORIDA<br>3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505 |
| Survey Date: | Drawing No. L-5095 | |
| Drawing Date: 04/18/2017 | Field Book: Page: | |
| Section, Township, Range: 1, T-4-N, R-33-W | | |
| Type of Survey: Description and Sketch | Sheet No. 2 of 2 | |
| Revisions: | Date: | |
| | | |
| | | |
| | | |

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

MAP OF

THE McMILLAN MILL COMPANY'S ADDITION TO

# WALNUT HILL

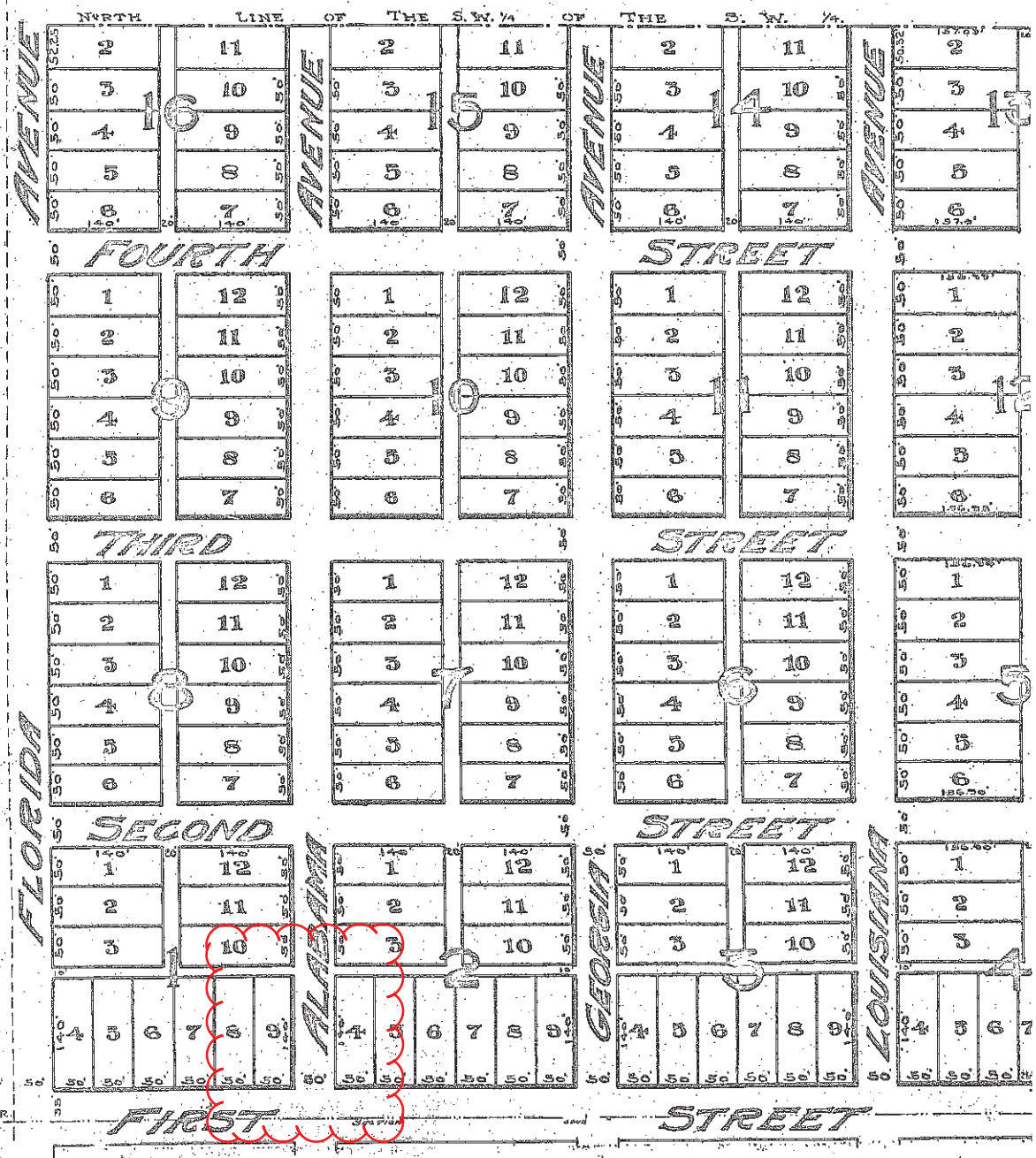
## ·FLORIDA·

## ESCAMBIA COUNTY

Being a Subdivision of the S.W. ¼ of the S.W. ¼ of Section 1, Tp. 4 North, Range 33 West.

PENSACOLA, FLORIDA. APRIL, 1916. FRANK JARRETT, CIVIL ENGINEER.

SCALE 1"=100'




Reproduction of Ma

DEED BOOK 79

Clerk Circuit Court

Date: March 15, 1968

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12509** **Public Hearings 15.**

**BCC Regular Meeting**

**Meeting Date:** 08/03/2017

**Issue:** 5:35 p.m. Public Hearing to Consider Adopting an Ordinance Imposing a Temporary Moratorium on Wireless Collocation and Structures under HB 687

**From:** Bobbie Ellis-Wiggins, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

## RECOMMENDATION:

5:35 p.m. Public Hearing to consider adopting an Ordinance Imposing a Temporary Moratorium on Permitting Collocation of Small Wireless Facilities on County Utility Poles in County Rights-Of-Way and Installing Wireless Support Structures in County Rights-Of-Way to Allow for Thorough Review, Consideration, Analysis, and Evaluation of HB 687 to Appropriately Amend Chapter 86 of the Escambia County Code of Ordinances for Effective Implementation of the New Legislation.

Recommendation: That the Board adopt an Ordinance imposing a temporary moratorium on permitting collocation of small wireless facilities on county utility poles in county rights-of-way and installing wireless support structures in county rights-of-way to allow for thorough review, consideration, analysis, and evaluation of HB 687 to appropriately amend chapter 86 of the Escambia County Code of Ordinances for effective implementation of the New Legislation.

## BACKGROUND:

Effective July 1, 2017, House Bill 687 (1) significantly restricts the County's regulatory authority over its rights-of-way; (2) authorizes wireless providers to collocate small wireless facilities on County-owned utility poles in the County's rights-of-way; (3)

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Barbara Ellis-Wiggins, and advertised in the *Pensacola News Journal* on Saturday, July 22, 2017.

## PERSONNEL:

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

CLEAN - Ordinance

PNJ Proof of Publication

---

**ORDINANCE NO. 2017-_____**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING FINDINGS; IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY HAVING THE EFFECT OF PERMITTING COLLOCATION OF SMALL WIRELESS FACILITIES ON COUNTY UTILITY POLES IN COUNTY RIGHTS-OF-WAY AND INSTALLING WIRELESS SUPPORT STRUCTURES IN COUNTY RIGHTS-OF-WAY; PROVIDING FOR EXCEPTIONS; PROVIDING AN EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERALIBILITY.**

**WHEREAS**, pursuant to Article VIII, Section 1(g), Florida Constitution, Section 125.01, Florida Statutes, the Board of County Commissioners is authorized to enact ordinances not inconsistent with general law as are necessary for the protection of the public; and

**WHEREAS,** the Board of County Commissioners determines that enacting regulations governing use of the county's rights-of-way promotes the health, safety, and welfare of the citizens of Escambia County; and

**WHEREAS**, the Florida legislature created the "Advanced Wireless Infrastructure Deployment Act" by passing HB 687, effective July 1, 2017; and

**WHEREAS**, HB 687 (1) significantly restricts the County's regulatory authority over its rights-of-way; (2) authorizes wireless providers to collocate small wireless facilities on County-owned utility poles in the County's rights-of-way; (3) authorizes wireless infrastructure providers to construct wireless support structures in the County's rights-of-way for small wireless facility collocation; and (4) prescribes strict guidelines for County codes governing small wireless facility collocation and pole/structure installation in the County's rights-of-way; and

**WHEREAS,** a 180-day moratorium on the acceptance of applications for, the processing of, and the issuance of permits or any other official action of Escambia County having the effect of permitting small wireless facility collocation and wireless infrastructure installation will allow the County time to thoroughly review, consider, analyze, and evaluate the restrictions and mandates in HB 687 and to prepare and adopt new and amendatory regulations to effectively implement the provisions of HB 687; and

**WHEREAS,** the Board of County Commissioners has directed County staff to review, consider, analyze, and evaluate the requirements and mandates of HB 687, to develop application, authorization, and enforcement procedures consistent with HB 687 by which small wireless services providers and wireless infrastructure providers may collocate small wireless facilities and install wireless support structures in the County's

rights-of-way, and to continue making good faith progress toward crafting an ordinance to codify such application, authorization, and enforcement procedures.

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

**Section 1.** The Board of County Commissioners adopts the foregoing findings.

**Section 2. Purpose.**

The purpose of this Ordinance is to enable Escambia County sufficient time to thoroughly review, consider, analyze, and evaluate the restrictions and mandates in HB 687 and to prepare and adopt new and amendatory regulations to effectively implement the provisions of HB 687. During this 180-day period, the County will take no action on any application for permitting or other authorization which has the effect of authorizing small wireless facility collocation or wireless infrastructure installation in the County's rights-of-way. This Ordinance is in no way intended to permanently preclude the application for and authorization of small wireless facility collocation or wireless infrastructure installation pursuant to HB 687.

**Section 3. Imposition of Temporary Moratorium.**

Escambia County hereby imposes a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of permits or any other official action of Escambia County having the effect of authorizing collocation of small wireless facilities on County utility poles and installation of wireless support structures in the County's rights-of-way.

**Section 4. Duration of Moratorium**

This temporary moratorium shall remain in effect for a period of 180 days from and including the effective date of this Ordinance, or until the effective date of an ordinance adopting new and amendatory regulations to effectively implement the provisions of HB 687, whichever occurs first. The moratorium imposed hereby shall automatically expire 180 days from the effective date of this Ordinance unless prior to such expiration the Board of County Commissioners, after holding a public hearing, determines that it is in the best public interest to extend the moratorium for a specified limited period.

**Section 5. Severability**

If any section, subsection, sentence, clause, provision, 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 6. Exclusion from the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not become part of the Code of Ordinances of Escambia County, Florida.

**Section 7. 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**

Approved as to form and legal sufficiency.

**By/Title:** B. Elbaum ACA
**Date:** 07/21/17

**(SEAL)**

**ENACTED:**

**FILED WITH DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

pnj.com

Affidavits Requested:
3

Shawe Simpson Board of County Commissioners
ESCAMBIA CO ATTORNEY/LEGAL ADS
221 PALAFOX PLACE
SUITE 430
PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

**07/22/17**

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

Sworn to and Subscribed before me this 21th of July 2017, by Brittni L Pennington who is personally known to me

Brittni L. Pennington
Affiant

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

Publication Cost: $203.18
Ad No: 0002286485
Customer No: PNJ-26717750

**NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE**

**NOTICE IS HEREBY GIVEN** of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **August 03, 2017 at 5:35 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING FINDINGS; IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY HAVING THE EFFECT OF PERMITTING COLLOCATION OF SMALL WIRELESS FACILITIES ON COUNTY UTILITY POLES IN COUNTY RIGHTS-OF-WAY AND INSTALLING WIRELESS SUPPORT STRUCTURES IN COUNTY RIGHTS-OF-WAY; PROVIDING FOR EXCEPTIONS; PROVIDING AN EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERALIBILITY.**

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

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

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

Legal No. 2286485 1T July 22, 2017

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

OF INTENT TO ADOPT A COUNTY ORDINANCE

AVEN of the intention of the Board of County Commissioners, Florida at a public hearing to be held on August 03, in the BCC Meeting Room, Ernie Lee Magaha Government ox Place, First Floor, to consider the adoption of the follow-

AN ORDI... OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING FINDINGS; IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY HAVING THE EFFECT OF PERMITTING COLLOCATION OF SMALL WIRELESS FACILITIES ON COUNTY UTILITY POLES IN COUNTY RIGHTS-OF-WAY AND INSTALLING WIRELESS SUPPORT STRUCTURES IN COUNTY RIGHTS-OF-WAY; PROVIDING FOR EXCEPTIONS; PROVIDING AN EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERABILITY.

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 2286485 1T July 22, 2017

# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-12560** **Clerk & Comptroller's Report 16. 1.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 08/03/2017
**Issue:** June 2017 Investment Report
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

**Recommendation:**

Recommendation Concerning Acceptance of the June 30, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2017, as required by Ordinance Number 95-13; on June 30, 2017, the portfolio market value was $373,252,192 and portfolio earnings totaled $202,277 for the month; the short-term portfolio yield was 0.50%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.90%; the long-term CORE portfolio achieved a yield of 1.58%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.54%.

**Attachments**

June 2017 Investment Report

# INVESTMENT PORTFOLIO SUMMARY REPORT

## ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
## INVESTMENT PORTFOLIO SUMMARY REPORT
## FISCAL YEAR 2016-2017
## June 30, 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**
**June 30, 2017**

## INVESTMENT PORTFOLIO COMPOSITION

| SUMMARY OF INVESTMENT ALLOCATION | Market Value May 31, 2017 | June 30, 2017 |
|---|---|---|
| Bank Accounts | $ 29,872,766 | $ 124,289,950 |
| Money Market Accounts | 60,584,820 | 60,611,087 |
| State Board of Administration | 40,006,409 | 40,045,274 |
| Local Government Investment Pools | 25,145,407 | 25,151,332 |
| Certificates of Deposit | 20,107,859 | 20,107,859 |
| Money Market Mutual Fund | 125,944 | 156,620 |
| U.S. Treasury Bond/Notes | 42,542,902 | 44,734,803 |
| Federal Agency Bond/Note | 35,164,173 | 35,125,663 |
| Municipal Bonds | 3,939,180 | 3,931,087 |
| Corporate Notes | 21,428,427 | 19,098,518 |
| Total Portfolio Assets: | $ 278,917,887 | $ 373,252,192 |
| **Current Month Earnings:** | **$ 234,390** | **$ 202,277** |
| **Fiscal Year to Date Earnings:** | **$ 1,550,678** | **$ 1,750,888** |

## SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

| SHORT TERM PORTFOLIO: | May 31, 2017 | June 30, 2017 |
|---|---|---|
| **Market Value** | **$ 175,717,261** | **$ 270,205,501** |
| **Short Term Portfolio Yield:** | **0.70%** | **0.50%** |
| Benchmark: S&P GIP Index 30 Day Gross of Fees Yield: | 0.79% | 0.90% |
| **Fiscal YTD Earnings:** | **$ 718,406** | **$ 802,978** |

| ENHANCED CASH PORTFOLIO: | May 31, 2017 | June 30, 2017 |
|---|---|---|
| **Market Value** | **$ -** | **$ -** |
| **Enhanced Cash Portfolio Yield to Maturity at Cost:** | **0.00%** | **0.00%** |
| Benchmark Merrill Lynch 1 Year U.S. Treasury Index: | 1.19% | 1.23% |
| Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index: | 1.21% | 1.40% |
| **Effective Duration (Years)** | **0.00** | **0.00** |
| Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index: | 1.79 | 1.89 |
| **Fiscal YTD Earnings:** | **$ 3,316** | **$ 3,316** |

| LONG TERM CORE PORTFOLIO: | May 31, 2017 | June 30, 2017 |
|---|---|---|
| **Market Value** | **$ 103,200,626** | **$ 103,046,691** |
| **CORE Portfolio Yield to Maturity at Market:** | **1.49%** | **1.58%** |
| Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: | 1.41% | 1.54% |
| **CORE Portfolio Total Return:** | **0.23%** | **-0.09%** |
| Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: | 0.22% | -0.15% |
| **Effective Duration (Years)** | **2.42** | **2.43** |
| Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index: | 2.60 | 2.69 |
| **Fiscal YTD Earnings:** | **$ 828,956** | **$ 944,593** |

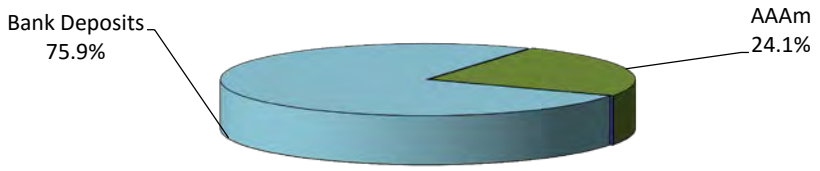
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**
**INVESTMENT PORTFOLIO REPORT**
**FISCAL YEAR 2016-2017**
**June 30, 2017**

## SHORT TERM INVESTMENT PORTFOLIO:

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

| Investment Type | Market Value | Percent Allocation |
|---|---|---|
| Bank of America Checking Account | $ 124,289,950 | 46.0% |
| Money Market Accounts | 60,611,087 | 22.4% |
| Certificates of Deposit | 20,107,859 | 7.4% |
| State Board of Administration | 40,045,274 | 14.8% |
| Local Government Investment Pools | 25,151,332 | 9.3% |
| Total Short Term Portfolio Assets: | **$ 270,205,501** | **100.0%** |

**Short Term Portfolio Credit Quality**

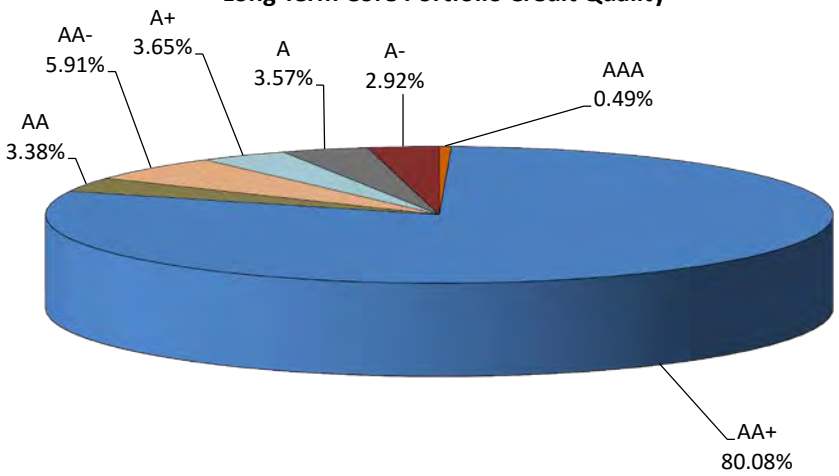



## LONG TERM INVESTMENT PORTFOLIO:

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

| Investment Type | Market Value | Percent Allocation |
|---|---|---|
| U.S. Treasury Bond / Note | $ 44,734,803 | 43.4% |
| Federal Agency Bond / Note | 35,125,663 | 34.1% |
| Municipal Obligations | 3,931,087 | 3.8% |
| Corporate Note | 19,098,518 | 18.5% |
| Money Market Mutual Fund - Federated Government | 156,620 | 0.2% |
| Total Long Term Core Portfolio Assets: | **$ 103,046,691** | **100.0%** |

**Long Term Core Portfolio Credit Quality**



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**
**INVESTMENT POLICY COMPLIANCE REPORT**
**FISCAL YEAR 2016-2017**
**June 30, 2017**

| Security Type | | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|---|
| Florida Prime (SBA) | $ | 40,045,274 | 10.7% | 25% | Yes |
| United States Treasury Securities | | 44,734,803 | 12.0% | 100% | Yes |
| Federal Instrumentalities | | 35,125,663 | 9.4% | 50% | Yes |
| Local Government Investment Pools | | 25,151,332 | 6.7% | 50% | Yes |
| Certificates of Deposit | | 20,107,859 | 5.4% | 50% | Yes |
| Savings Accounts | | 60,611,087 | 16.2% | 50% | Yes |
| Corporate Notes | | 19,098,518 | 5.1% | 25% | Yes |
| State and/or Local Government Debt | | 3,931,087 | 1.1% | 25% | Yes |
| Bank Accounts - Bank of America | | 124,289,950 | 33.3% | 100% | Yes |
| Money Market Mutual Fund | | 156,620 | 0.0% | 50% | Yes |
| **Total Investment Holdings** | **$** | **373,252,192** | **100.0%** | | |

| Individual Issuer Breakdown | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|
| American Express Co | 1,008,614 | 0.3% | 5% | Yes |
| Apple Inc. Corporate Notes | 749,727 | 0.2% | 5% | Yes |
| Bank Accounts - Bank of America | 124,289,950 | 33.3% | 100% | Yes |
| BBVA Compass | 5,022,551 | 1.3% | 15% | Yes |
| Centennial Bank | 20,089,900 | 5.4% | 15% | Yes |
| Chevron Corporation Corp Notes | 749,564 | 0.2% | 5% | Yes |
| Cisco Systems Inc. | 2,003,970 | 0.5% | 5% | Yes |
| City of New York | 1,705,797 | 0.5% | 5% | Yes |
| Coca-Cola Company | 324,677 | 0.1% | 5% | Yes |
| Colgate-Palmolive Co | 746,243 | 0.2% | 5% | Yes |
| Deere & Company | 200,521 | 0.1% | 5% | Yes |
| Exxon Mobil Corporate Notes | 1,002,191 | 0.3% | 5% | Yes |
| Fannie Mae | 11,984,094 | 3.2% | 5% | Yes |
| Federal Home Loan Bank (FHLB) | 15,013,235 | 4.0% | 25% | Yes |
| Fidelity Institutional Government MMF | 156,620 | 0.0% | 25% | Yes |
| FLCLASS | 5,037,077 | 1.3% | 25% | Yes |
| Florida Prime (SBA) | 40,045,274 | 10.7% | 25% | Yes |
| Florida Local Government Investment Trust | 20,114,255 | 5.4% | 25% | Yes |
| Freddie Mac | 8,128,334 | 2.2% | 25% | Yes |
| Hancock Bank | 27,767,569 | 7.4% | 15% | Yes |
| Home Depot Inc. | 470,215 | 0.1% | 5% | Yes |

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**
**INVESTMENT POLICY COMPLIANCE REPORT**
**FISCAL YEAR 2016-2017**
**June 30, 2017**

| Individual Issuer Breakdown | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|
| Intel Corporation | 1,002,334 | 0.3% | 5% | Yes |
| JP Morgan Chase Corporate Notes | 2,000,690 | 0.5% | 5% | Yes |
| Microsoft Corporate Notes | 503,670 | 0.1% | 5% | Yes |
| Mississippi State | 759,932 | 0.2% | 5% | Yes |
| Pepsico, Inc. | 1,063,286 | 0.3% | 5% | Yes |
| Pfizer Inc Corporate Notes | 1,008,991 | 0.3% | 5% | Yes |
| Servisfirst Bank | 27,838,925 | 7.5% | 15% | Yes |
| State of Connecticut | 680,129 | 0.2% | 5% | Yes |
| The Bank of New York Mellon Corporation | 2,001,050 | 0.5% | 5% | Yes |
| The Walt Disney Corporation | 503,825 | 0.1% | 5% | Yes |
| Toyota Motor Corp | 1,501,782 | 0.4% | 5% | Yes |
| United Parcel Service Inc. | 501,653 | 0.1% | 5% | Yes |
| United States Treasury Securities | 44,734,803 | 12.0% | 100% | Yes |
| University of WA Taxable Revenue Bonds | 785,229 | 0.2% | 5% | Yes |
| Wells Fargo &Company Corporate Notes | 1,755,517 | 0.5% | 5% | Yes |
| **Total Investment Holdings** | **$ 373,252,192** | **100.0%** | | |

# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-12507** **Clerk & Comptroller's Report 16. 2.**

**BCC Regular Meeting** **Consent**

**Meeting Date:** 08/03/2017

**Issue:** Acceptance of TDT Collection Data for the May 2017 Returns Received in June 2017

**From:** Pam Childers, Clerk of the Circuit Court & Comptroller

**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

Recommendation Concerning Acceptance of TDT Collections Data for the May 2017 Returns Received in June 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2017 returns received in the month of June 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the ninth month of collections for the Fiscal Year 2017; total collections for the month of May 2017 returns was $1,118,524.29; this is a 8.70% increase over the May 2016 returns; total collections year to date are 9.49% more than the comparable time frame in Fiscal Year 2016.

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**Attachments**

May 2017 Returns Received in June2017

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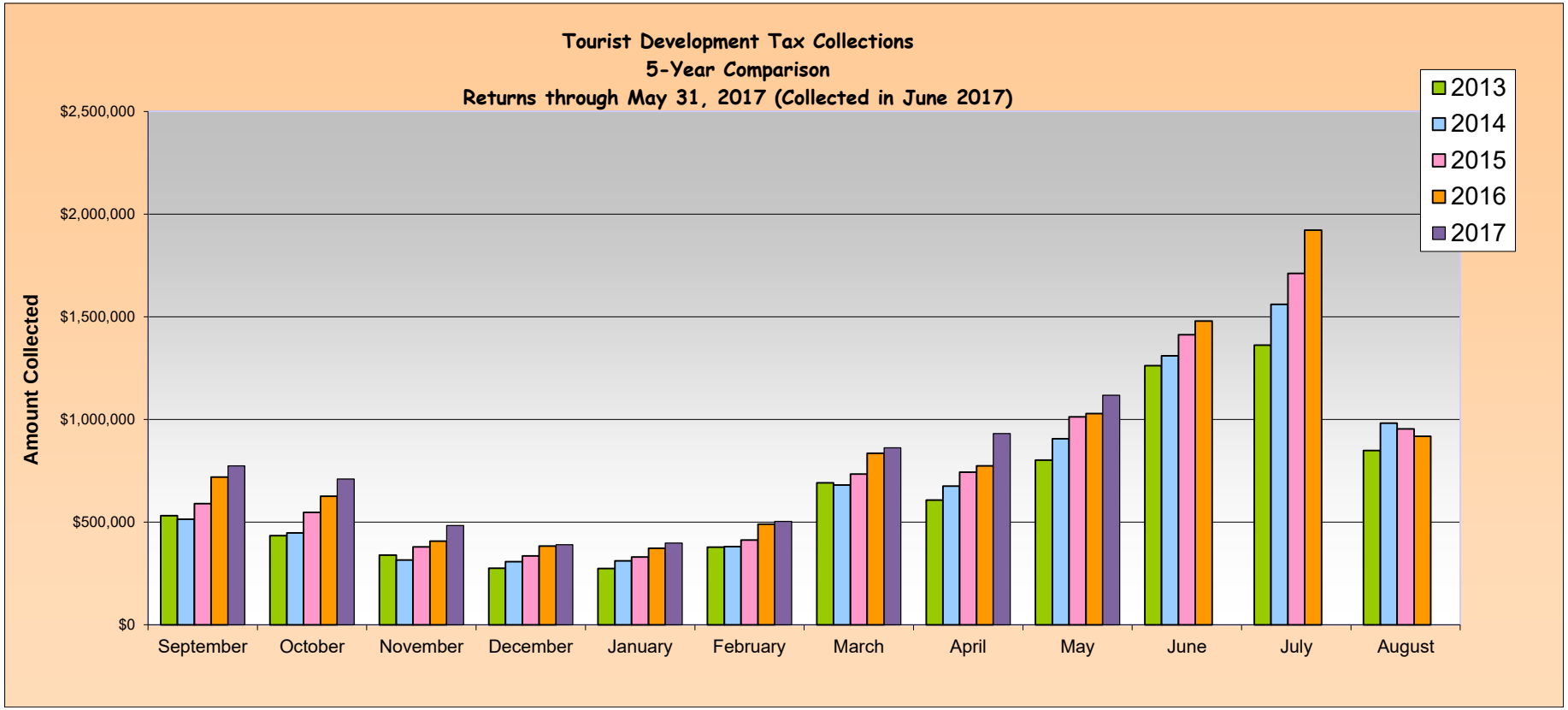
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**

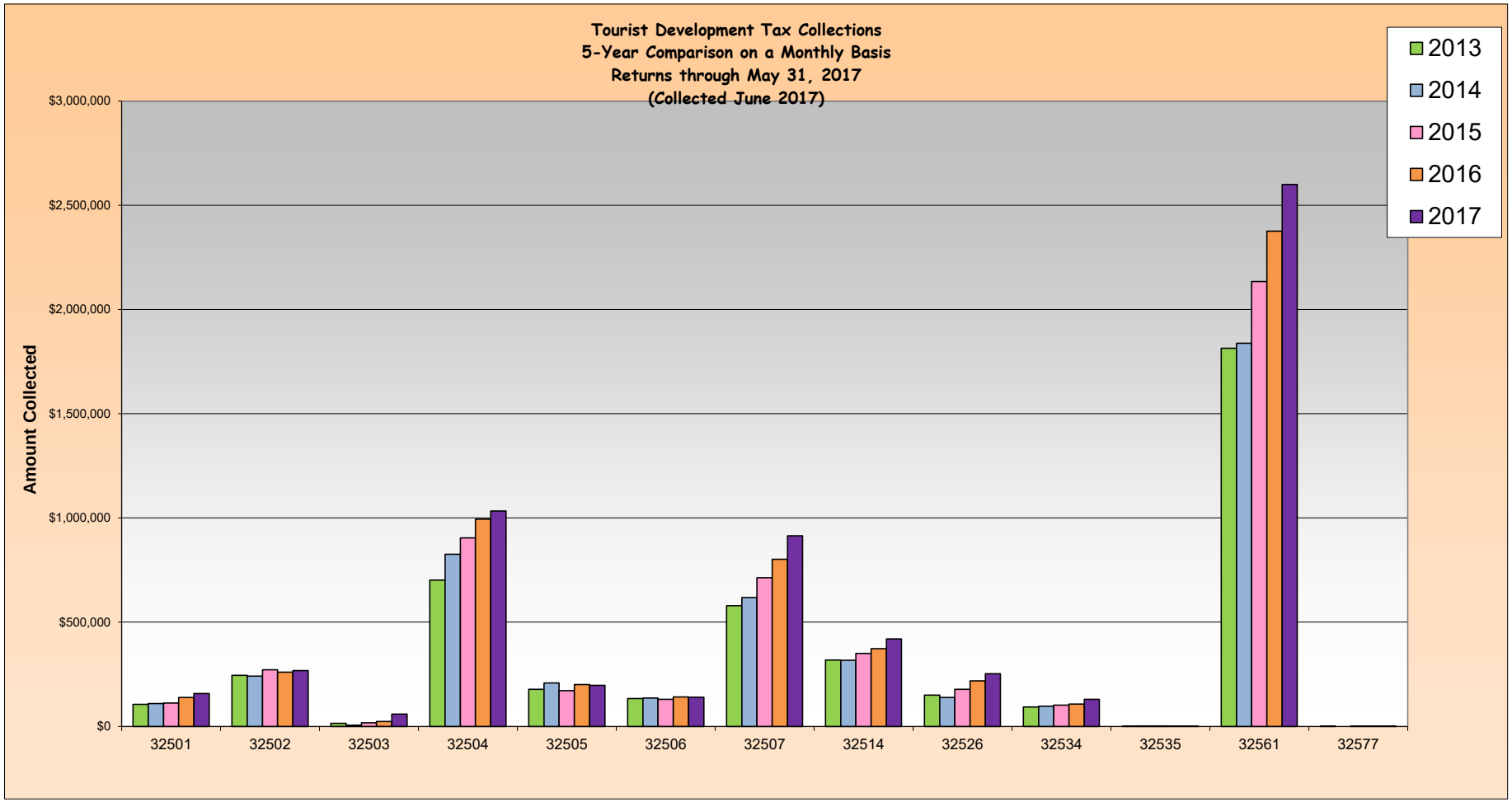
**REPORTED IN FISCAL YEAR FORMAT**

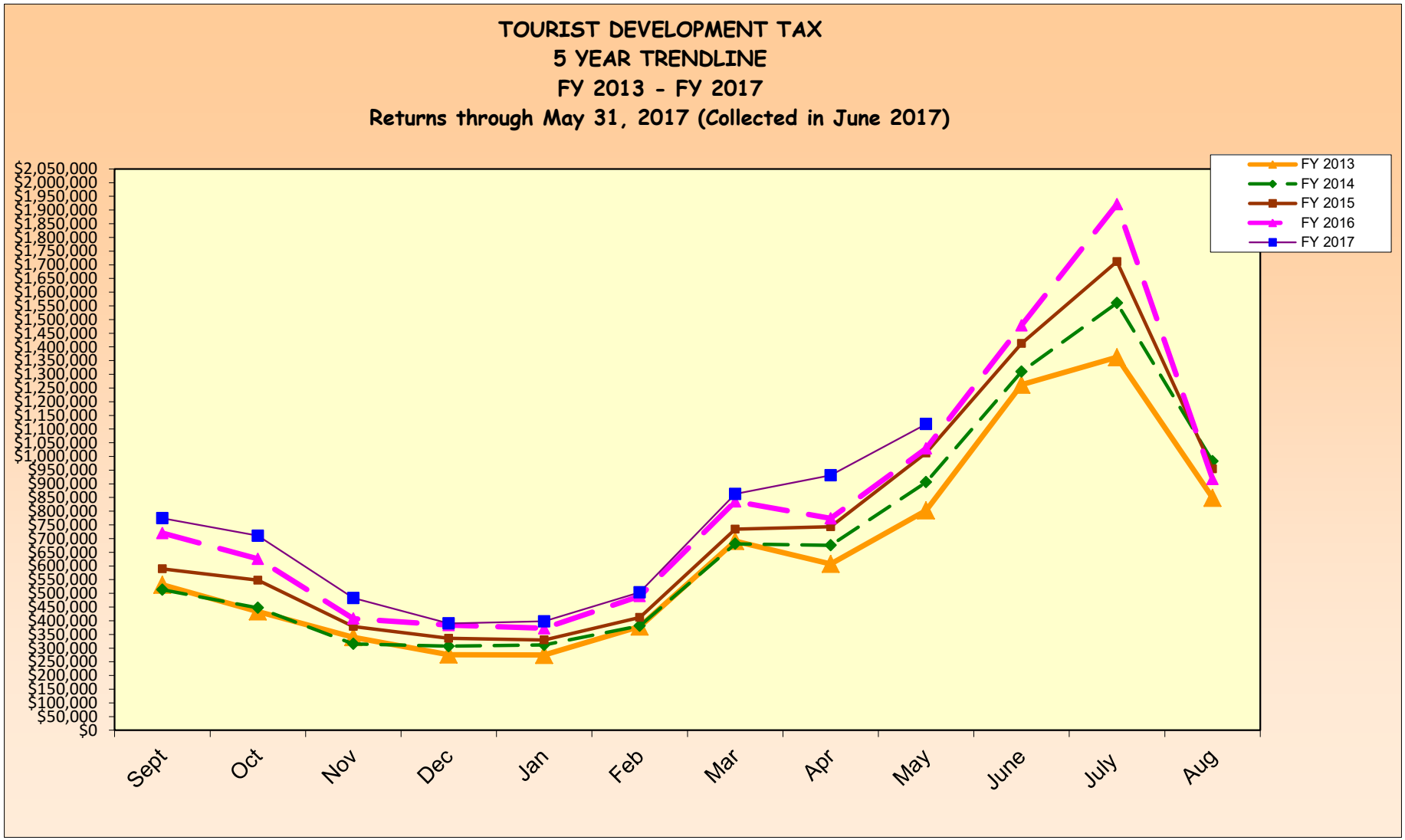
**ESCAMBIA COUNTY FLORIDA**

**AS JUNE 2017**

| Zip Code | Fiscal Year 2017 YTD Collected | Fiscal Year 2016 YTD Collected | Difference | % Change |
|---|---|---|---|---|
| 32501 | 157,817 | 138,587 | 19,230 | 14% |
| 32502 | 268,286 | 260,602 | 7,684 | 3% |
| 32503 | 59,618 | 23,699 | 35,919 | 152% |
| 32504 | 1,032,705 | 994,023 | 38,682 | 4% |
| 32505 | 196,780 | 200,762 | (3,982) | -2% |
| 32506 | 139,426 | 141,864 | (2,438) | -2% |
| 32507 | 914,347 | 802,108 | 112,239 | 14% |
| 32514 | 420,124 | 372,908 | 47,216 | 13% |
| 32526 | 252,480 | 218,266 | 34,214 | 16% |
| 32534 | 129,827 | 107,566 | 22,261 | 21% |
| 32535 | 1,334 | 1,206 | 128 | 11% |
| 32561 | 2,599,671 | 2,375,759 | 223,912 | 9% |
| 32562 | - | - | - | 0% |
| 32577 | 168 | 50 | 50 | 100% |
| **Total** | **$ 6,172,583** | **$ 5,637,400** | 535,115 | **9%** |


Tourist Development Tax Collections
5-Year Comparison
Returns through May 31, 2017 (Collected in June 2017)
Amount Collected
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2013
2014
2015
2016
2017


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through May 31, 2017
(Collected June 2017)
2013
2014
2015
2016
2017
Amount Collected
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2013 - FY 2017
Returns through May 31, 2017 (Collected in June 2017)
FY 2013
FY 2014
FY 2015
FY 2016
FY 2017
$2,050,000
$2,000,000
$1,950,000
$1,900,000
$1,850,000
$1,800,000
$1,750,000
$1,700,000
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**
**ESCAMBIA COUNTY FLORIDA**
**FISCAL YEAR 2017**
**AS OF JUNE 30, 2017**

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32501 | | 32502 | | 32503 | | 32504 | | 32505 | |
| Month of Collection | Downtown Area | % OF Total | Other Downtown Area | % OF Total | Cordova Mall & South Area | % OF Total | Davis & Scenic Hwy South of I-10 including Airport Area | % OF Total | South of Michigan Av East of Mobile Hwy West of Pace Blvd | % OF Total |
| 10/16 | **19,380** | 3% | **28,706** | 4% | **7,582** | 1% | **107,704** | 14% | **18,717** | 2% |
| 11/16 | **16,302** | 2% | **29,923** | 4% | **6,327** | 1% | **113,135** | 16% | **19,922** | 3% |
| 12/16 | **14,867** | 3% | **25,670** | 5% | **5,411** | 1% | **99,858** | 21% | **16,651** | 3% |
| 01/17 | **12,246** | 3% | **20,593** | 5% | **4,367** | 1% | **80,988** | 21% | **15,052** | 4% |
| 02/17 | **12,855** | 3% | **20,184** | 5% | **4,061** | 1% | **88,341** | 22% | **16,726** | 4% |
| 03/17 | **16,219** | 3% | **26,153** | 5% | **5,274** | 1% | **95,993** | 19% | **19,123** | 4% |
| 04/17 | **20,894** | 2% | **35,754** | 4% | **8,948** | 1% | **145,212** | 17% | **31,829** | 4% |
| 05/17 | **20,380** | 2% | **38,255** | 4% | **7,697** | 1% | **141,063** | 15% | **27,182** | 3% |
| 06/17 | **24,674** | 2% | **43,047** | 4% | **9,951** | 1% | **160,413** | 14% | **31,577** | 3% |
| **Total** | **$ 157,817** | **3%** | **$ 268,286** | **4%** | **$ 59,618** | **1%** | **$ 1,032,705** | **17%** | **$ 196,780** | **3%** |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32506 | | 32507 | | 32514 | | 32526 | | 32534 | |
| Month of Collection | Lillian Hwy & Highway 98 Area | % OF Total | Bayou Chico to Perdido Key South of Sorrento Area | % OF Total | Palafox & Scenic Hwy North of I-10 Area | % OF Total | Mobile Hwy North of Michigan Avenue Area | % OF Total | I-10 & Pensacola Blvd North Area | % OF Total |
| 10/16 | **14,090** | 2% | **127,015** | 16% | **40,875** | 5% | **26,793** | 3% | **11,880** | 2% |
| 11/16 | **17,582** | 2% | **111,916** | 16% | **39,350** | 6% | **26,474** | 4% | **12,889** | 2% |
| 12/16 | **11,410** | 2% | **53,080** | 11% | **39,610** | 8% | **24,256** | 5% | **11,841** | 2% |
| 01/17 | **8,637** | 2% | **40,510** | 10% | **35,625** | 9% | **23,062** | 6% | **11,310** | 3% |
| 02/17 | **12,085** | 3% | **52,690** | 13% | **37,083** | 9% | **23,259** | 6% | **12,137** | 3% |
| 03/17 | **13,158** | 3% | **70,759** | 14% | **40,304** | 8% | **30,673** | 6% | **13,739** | 3% |
| 04/17 | **21,455** | 2% | **129,291** | 15% | **62,062** | 7% | **31,662** | 4% | **19,449** | 2% |
| 05/17 | **19,189** | 2% | **143,419** | 15% | **57,860** | 6% | **31,242** | 3% | **17,208** | 2% |
| 06/17 | **21,821** | 2% | **185,667** | 17% | **67,355** | 6% | **35,058** | 3% | **19,374** | 2% |
| **Total** | **$ 139,426** | **2%** | **$ 914,347** | **15%** | **$ 420,124** | **7%** | **$ 252,480** | **4%** | **$ 129,827** | **2%** |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32535 | | 32561 | | 32562 | | 32577 | | | |
| Month of Collection | Century (Other) Area | % OF Total | Pensacola Beach Area | % OF Total | Other | % OF Total | Molino Area | % OF Total | Total Month | % OF Total |
| 10/16 | **105** | 0% | **371,593** | 48% | **-** | 0% | **100** | 0% | **774,539** | 100% |
| 11/16 | **229** | 0% | **316,293** | 45% | | 0% | | 0% | **710,344** | 100% |
| 12/16 | **135** | 0% | **180,363** | 37% | **-** | 0% | | 0% | **483,152** | 100% |
| 01/17 | **75** | 0% | **137,912** | 35% | **-** | 0% | | 0% | **390,377** | 100% |
| 02/17 | **135** | 0% | **118,318** | 30% | **-** | 0% | | 0% | **397,875** | 100% |
| 03/17 | **126** | 0% | **172,429** | 34% | **-** | 0% | | 0% | **503,949** | 100% |
| 04/17 | **191** | 0% | **355,829** | 41% | **-** | 0% | **68** | 0% | **862,643** | 100% |
| 05/17 | **191** | 0% | **427,495** | 46% | | 0% | | 0% | **931,179** | 100% |
| 06/17 | **148** | 0% | **519,438** | 46% | | 0% | | 0% | **1,118,524** | 100% |
| **Total** | **$ 1,334** | **0%** | **$ 2,599,671** | **42%** | **$ -** | **0%** | **$ 168** | **0%** | **$ 6,172,583** | **100%** |

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**
**ESCAMBIA COUNTY FLORIDA**
**FISCAL YEAR 2016**
**AS OF JUNE 30, 2016**

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32501 | | 32502 | | 32503 | | 32504 | | 32505 | |
| Month of Collection | Downtown Area | % OF Total | Other Downtown Area | % OF Total | Cordova Mall & South Area | % OF Total | Davis & Scenic Hwy South of I-10 including Airport Area | % OF Total | South of Michigan Av East of Mobile Hwy West of Pace Blvd | % OF Total |
| 10/15 | 13,893 | 2% | 28,092 | 4% | 1,583 | 0% | 103,155 | 14% | 23,955 | 3% |
| 11/15 | 16,283 | 3% | 31,883 | 5% | 2,371 | 0% | 102,729 | 16% | 17,936 | 3% |
| 12/15 | 12,524 | 3% | 21,272 | 5% | 1,996 | 0% | 88,735 | 22% | 12,756 | 3% |
| 01/16 | 13,573 | 4% | 20,368 | 5% | 610 | 0% | 83,364 | 22% | 17,085 | 4% |
| 02/16 | 13,032 | 4% | 23,607 | 6% | 1,025 | 0% | 84,142 | 23% | 14,337 | 4% |
| 03/16 | 13,400 | 3% | 27,976 | 6% | 1,807 | 0% | 101,374 | 21% | 28,180 | 6% |
| 04/16 | 17,642 | 2% | 36,335 | 4% | 4,316 | 1% | 136,994 | 16% | 30,208 | 4% |
| 05/16 | 17,514 | 2% | 38,337 | 5% | 3,718 | 0% | 135,394 | 18% | 26,196 | 3% |
| 06/16 | 20,726 | 2% | 32,731 | 3% | 6,274 | 1% | 158,136 | 15% | 30,108 | 3% |
| | | | | | 3 | | | | | |
| **Total** | **$ 138,587** | **2%** | **$ 260,602** | **5%** | **$ 23,699** | **0%** | **$ 994,023** | **18%** | **$ 200,762** | **4%** |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32506 | | 32507 | | 32514 | | 32526 | | 32534 | |
| Month of Collection | Lillian Hwy & Highway 98 Area | % OF Total | Bayou Chico to Perdido Key South of Sorrento Area | % OF Total | Palafox & Scenic Hwy North of I-10 Area | % OF Total | Mobile Hwy North of Michigan Avenue Area | % OF Total | I-10 & Pensacola Blvd North Area | % OF Total |
| 10/15 | 14,443 | 2% | 118,367 | 16% | 39,504 | 5% | 22,562 | 3% | 9,820 | 1% |
| 11/15 | 13,073 | 2% | 93,637 | 15% | 38,661 | 6% | 24,476 | 4% | 11,627 | 2% |
| 12/15 | 12,924 | 3% | 41,978 | 10% | 33,838 | 8% | 21,065 | 5% | 9,397 | 2% |
| 01/16 | 10,738 | 3% | 36,999 | 10% | 34,083 | 9% | 22,108 | 6% | 9,416 | 2% |
| 02/16 | 12,462 | 3% | 46,390 | 12% | 35,263 | 9% | 19,997 | 5% | 9,137 | 2% |
| 03/16 | 15,117 | 3% | 61,478 | 13% | 38,016 | 8% | 21,107 | 4% | 12,049 | 2% |
| 04/16 | 21,604 | 3% | 125,695 | 15% | 49,429 | 6% | 27,812 | 3% | 13,771 | 2% |
| 05/16 | 19,370 | 3% | 109,122 | 14% | 49,965 | 6% | 27,574 | 4% | 15,294 | 2% |
| 06/16 | 22,134 | 2% | 168,441 | 16% | 54,150 | 5% | 31,565 | 3% | 17,056 | 2% |
| **Total** | **$ 141,864** | **3%** | **$ 802,108** | **14%** | **$ 372,908** | **7%** | **$ 218,266** | **4%** | **$ 107,566** | **2%** |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32535 | | 32561 | | 32562 | | 32577 | | | |
| Month of Collection | Century (Other) Area | % OF Total | Pensacola Beach Area | % OF Total | Other | % OF Total | Molino Area | % OF Total | Total Month | % OF Total |
| 10/15 | 114 | 0% | 344,156 | 48% | - | 0% | 50 | 0% | 719,689 | 100% |
| 11/15 | - | 0% | 273,123 | 44% | - | 0% | | 0% | 625,801 | 100% |
| 12/15 | 310 | 0% | 150,864 | 37% | - | 0% | | 0% | 407,658 | 100% |
| 01/16 | 83 | 0% | 135,746 | 35% | - | 0% | | 0% | 384,174 | 100% |
| 02/16 | 120 | 0% | 112,686 | 30% | - | 0% | | 0% | 372,197 | 100% |
| 03/16 | 124 | 0% | 169,342 | 35% | - | 0% | | 0% | 489,969 | 100% |
| 04/16 | 118 | 0% | 371,503 | 44% | - | 0% | | 0% | 835,430 | 100% |
| 05/16 | 122 | 0% | 330,868 | 43% | | 0% | | 0% | 773,474 | 100% |
| 06/16 | 215 | 0% | 487,471 | 47% | - | 0% | | 0% | 1,029,008 | 100% |
| **Total** | **$ 1,206** | **0%** | **$ 2,375,759** | **42%** | **$ -** | **0%** | **$ 50** | **0%** | **$ 5,637,400** | **100%** |

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

| | | **THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Month Of | For The | | | | | | | | | | |
| Collection | Month Of | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 |
| OCT | SEP | 288,077.12 | 277,444.48 | 274,901.92 | 321,849.74 | 343,636.53 | 398,299.57 | 385,209.00 | 442,267.77 | 539,766.08 | 580,905.23 |
| NOV | OCT | 238,591.23 | 231,361.46 | 238,423.02 | 276,214.34 | 304,579.36 | 325,198.14 | 335,284.00 | 411,054.07 | 469,350.97 | 532,756.66 |
| DEC | NOV | 206,204.57 | 185,366.89 | 214,475.17 | 226,459.48 | 244,845.21 | 254,898.32 | 236,608.15 | 284,252.75 | 305,743.24 | 362,364.41 |
| JAN | DEC | 163,664.77 | 169,733.91 | 164,750.48 | 192,545.53 | 212,163.82 | 207,117.28 | 230,299.67 | 251,855.56 | 288,130.47 | 292,783.04 |
| FEB | JAN | 180,693.75 | 176,772.70 | 171,884.59 | 192,262.06 | 200,842.72 | 205,954.29 | 233,878.78 | 247,492.44 | 279,147.70 | 298,406.00 |
| MAR | FEB | 227,362.27 | 215,130.92 | 201,472.82 | 241,571.39 | 270,226.16 | 283,811.81 | 286,019.12 | 309,203.54 | 367,477.35 | 377,962.06 |
| APR | MAR | 344,150.56 | 297,194.88 | 330,260.96 | 397,689.68 | 464,001.68 | 518,241.62 | 510,758.43 | 550,692.54 | 626,572.22 | 646,982.44 |
| MAY | APR | 303,719.78 | 338,267.98 | 358,870.82 | 417,733.12 | 447,350.01 | 455,553.85 | 506,593.46 | 557,617.44 | 580,106.01 | 698,384.24 |
| JUN | MAY | 474,863.17 | 387,512.78 | 417,285.43 | 510,038.46 | 542,048.23 | 601,926.69 | 679,427.99 | 759,527.89 | 771,755.66 | 838,893.22 |
| | | | | | | | | | | | |
| | TOTAL | **$2,427,327** | **$2,278,786** | **$2,372,325** | **$2,776,364** | **$3,029,694** | **$3,251,002** | **$3,404,079** | **$3,813,964** | **$4,228,050** | **$4,629,437** |

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

| | | **ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Month Of | For The | | | | | | | | | | |
| Collection | Month Of | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 |
| OCT | SEP | 96,025.71 | 92,481.50 | 91,633.97 | 107,283.24 | 114,545.51 | 132,766.53 | 128,403.12 | 147,425.00 | 179,922.03 | 193,635.08 |
| NOV | OCT | 79,530.41 | 77,120.49 | 79,474.34 | 92,071.54 | 101,526.46 | 108,399.38 | 111,761.00 | 137,018.02 | 156,450.33 | 177,585.55 |
| DEC | NOV | 68,734.86 | 61,788.96 | 71,491.73 | 75,486.53 | 81,615.07 | 84,966.11 | 78,869.39 | 94,750.92 | 101,914.42 | 120,788.14 |
| JAN | DEC | 54,554.92 | 56,577.97 | 54,916.82 | 64,181.84 | 70,721.28 | 69,039.09 | 76,766.56 | 83,949.85 | 96,043.49 | 97,594.35 |
| FEB | JAN | 60,231.25 | 58,924.24 | 57,294.86 | 64,087.36 | 66,947.57 | 68,651.43 | 77,959.60 | 82,497.48 | 93,049.24 | 99,468.67 |
| MAR | FEB | 75,787.42 | 71,710.31 | 67,157.61 | 80,523.80 | 90,075.39 | 94,603.94 | 95,339.71 | 103,067.65 | 122,492.45 | 125,987.35 |
| APR | MAR | 114,716.85 | 99,064.96 | 110,086.99 | 132,563.23 | 154,667.23 | 172,747.21 | 170,252.81 | 183,564.18 | 208,857.41 | 215,660.81 |
| MAY | APR | 101,239.93 | 112,755.99 | 119,623.61 | 139,244.37 | 149,116.67 | 151,851.29 | 168,864.49 | 185,872.28 | 193,368.67 | 232,794.75 |
| JUN | MAY | 158,287.73 | 129,170.92 | 139,095.14 | 170,012.82 | 180,682.75 | 200,642.23 | 226,476.00 | 253,175.96 | 257,251.89 | 279,631.07 |
| | | | | | | | | | | | |
| | TOTAL | **$809,109** | **$759,595** | **$790,775** | **$925,455** | **$1,009,898** | **$1,083,667** | **$1,134,693** | **$1,271,321** | **$1,409,350** | **$1,543,146** |

**AI-12603** **Clerk & Comptroller's Report** **16. 3.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 08/03/2017
**Issue:** Notices of Unclaimed Monies Held by the Office of the Clerk of the Circuit Court and Comptroller
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

**Recommendation:**

Recommendation Concerning Notices of Unclaimed Monies Held by the Office of the Clerk of the Circuit Court and Comptroller

That the Board accept, for filing with the Board's Minutes, the certified proofs of publication of the advertisements for Unclaimed Monies/Depositor-Refund and Unclaimed Monies/Cash Bond Depositor, held by the Office of the Clerk of the Circuit Court and Comptroller, as published in *The Escambia Sun Press* on July 20, 2017.

**Attachments**

Unclaimed Monies Certified Proofs

Escambia
Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

# STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of UNCLAIMED MONIES DEPOSITOR - REFUND in the _____ Court was published in said newspaper in the issues of JULY 20, 2017

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

PUBLISHER

Sworn to and subscribed before me this 20TH day of JULY A.D., 2017

PAULA D. TURNER
NOTARY PUBLIC

PAULA D. TURNER
Notary Public - State of Florida
Commission #FF 999700
My Commission Expires
August 24, 2020

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2017. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

| Depositor | |
|---|---|
| Adam Christopher Hoxie | $12.96 |
| Austill Lewis & Pipkin PC | $18.00 |
| Christina Monnay Powell | $13.00 |
| David L. Meisel | $14.00 |
| Emerald Coast Title | $65.50 |
| Exit Realty NFI | $20.00 |
| Felicia Demetrics Pettiway-Jones | $14.85 |
| Johnna Parker Lance | $72.00 |
| Kenieaha Shea Wheeler | $22.00 |
| Layne M Gosnell | $12.00 |
| Michael Jerrod Patnode | $14.00 |
| SHD Legal Group PA | $14.00 |
| Surety Land Title of Florida LLC | $133.18 |
| Synovus Mortgage Corp | $11.50 |
| Tiffany Chanel Hawkins | $11.61 |

oaw—1w-07-20-2017

Escambia
# Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

## STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of UNCLAIMED MONIES CASH BOND DEPOSITOR in the _____ Court was published in said newspaper in the issues of

JULY 20, 2017

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

PUBLISHER

Sworn to and subscribed before me this 20TH day of JULY A.D., 2017

PAULA D. TURNER
NOTARY PUBLIC

PAULA D. TURNER
Notary Public - State of Florida
Commission #FF 999700
My Commission Expires
August 24, 2020

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2017. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED; THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

**Cash Bond Depositor**

| | |
|---|---|
| ADAM G'SELL | 250.00 |
| AMAREL LOPEZ | 124.50 |
| ANDREW COREY WIGGINS | 1,286.50 |
| ANGEL ELIZABETH BURAS | 100.00 |
| BANK OF AMERICA NA | 100.00 |
| BANK OF AMERICA NA | 100.00 |
| BANK OF NEW YORK MELLON | 100.00 |
| BANK OF NEW YORK MELLON | 100.00 |
| BANK OF NEW YORK MELLON | 100.00 |
| BANK OF NEW YORK MELLON | 100.00 |
| BANK OF NEW YORK MELLON | 100.00 |
| BANK OF NEW YORK MELLON | 100.00 |
| BETTY B KELLER | 100.00 |
| CHAD COLQUETT | 100.00 |
| CITIFINANCIAL SERVICES INC | 100.00 |
| CONRADO O SR BENITEZ | 100.00 |
| CORY STEVEN PINKERTON | 100.00 |
| DAVID A EVERRITT | 100.00 |
| DEUTSCHE BANK NATIONAL TRUST COMPANY | 100.00 |
| DEUTSCHE BANK NATIONAL TRUST COMPANY | 100.00 |
| DEUTSCHE BANK NATIONAL TRUST COMPANY | 100.00 |
| EDMOND BURIE | 100.00 |
| ERWIN AGNEW HALL | 250.00 |
| GET IN THE WIND LLC | 100.00 |
| GREGORY E HELMS | 100.00 |
| JAIME SPICER | 20.95 |
| JAMES JACOB HAZOURI IV | 100.00 |
| JERRADO DEANDRE BRYANT | 62.48 |
| JOCELYN SLAYTON | 100.00 |
| JOHN EARL CROMPTON | 100.00 |
| JOHN JOSEPH CRISTALLI | 500.00 |
| JOYCE DOROUGH | 100.00 |
| JPMORGAN CHASE BANK NATIONAL ASSOCIATION | 100.00 |
| JUSTIN M NORRIS | 100.00 |
| KENT D. MCPHAIL | 100.00 |
| KRISTIE K PIERCE | 100.00 |
| LAQUETHA BROWN | 126.07 |
| LAQUETHA BROWN | 123.48 |
| MYKALA JONELLE MCCOREY | 100.00 |
| NATIONSTAR MORTGAGE LLC | 100.00 |
| PHILIP BATES PA | 100.00 |
| RAYMOND P FOTI | 100.00 |
| REBECA MARIE CRUTCHFIELD | 250.00 |
| RONALD MITCHELL | 84.01 |
| STEVEN JOSEPH PEDROZA | 1360.00 |
| THOMAS, TEVIN VONCHEA | 25.00 |
| TILT UP PLUS LLC | 100.00 |
| WOODLANDS LLC A FLORIDA LIMITED LIABILITY COMPANY | 100.00 |

osw-1w-07-20-2017

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-12506** **Clerk & Comptroller's Report 16. 4.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 08/03/2017
**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. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Budget Workshops for the Fiscal Year 2017/2018 County-Wide Budget held July 11, 12, 13, and 18, 2017;

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

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 18, 2017; and

D. Approve the Minutes of the Regular Board Meeting held July 18, 2017.

**Attachments**

2017 CW Budget Workshops
20170713 CW Workshop
20170718 Agenda Work Session

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 11, 12, 13, AND 18, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(July 11, 2017, 9:03 a.m. – 5:32 p.m.)
(July 12, 2017, 1:02 p.m. – 8:15 p.m.)
(July 13, 2017, 1:05 p.m. – 7:02 p.m.)
(July 18, 2017, 9:05 a.m. – 1:45 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1 (Absent on July 11)
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3 (Absent on July 11 and July 12)
Commissioner Grover C. Robinson, IV, District 4 (Absent on July 12, 13, and 18)
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lorraine Hudson, Manager, Clerk and Comptroller's Office
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
(Present on July 18 only)
Angela Crawley, Assistant to the County Administrator
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office
(Present on July 18 only)

AGENDA NUMBER

1. Call to Order

Chairman Underhill called the Budget Committee of the Whole (C/W) Workshop to order on July 11, 2017, at 9:03 a.m., and adjourned at 5:32 p.m.

Chairman Underhill called the Budget Committee of the Whole (C/W) Workshop to order on July 12, 2017, at 1:02 p.m., and adjourned at 8:15 p.m.

Chairman Underhill called the Budget Committee of the Whole (C/W) Workshop to order on July 13, 2017, at 1:05 p.m., and adjourned at 7:02 p.m.

Chairman Underhill called the Budget Committee of the Whole (C/W) Workshop to order on July 18, 2017, at 9:05 a.m., and adjourned at 1:45 p.m.

AGENDA NUMBER – Continued

2. Was the Meeting Properly Advertised?

On July 11, 2017, 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 July 8, 2017, in the Board's Weekly Meeting Schedule [the Workshops for July 12 and 13 were advertised in the same Weekly Meeting Schedule].

The Workshop for July 18, 2017, was advertised in the Pensacola News Journal on July 15, 2017, in the Board's Weekly Meeting Schedule.

3. Budget Update

County Administrator Brown provided the following update concerning the proposed Fiscal Year (FY) 2017-1018 Budget:

A. There will be no change in Millage rate (County Wide Millage – 6.6165, Library Municipal Services Taxing Unit [MSTU] – .3590, and Sheriff's MSTU – .6850), and this budget anticipates no other significant changes in tax levies;

B. The Fire Assessment rates will remain the same (Residential rates at $125.33 per dwelling unit, Commercial Property at .0526 per square foot with a minimum assessment of $125, Unimproved Property at $15.03 per parcel, plus $5.03 per acre), there are three new Fire Battalion Chief Positions reallocated from Relief Fire Fighter positions in order to have the appropriate crew oversight when responding to fire calls, with no net increase in positions, as approved by the Board on April 20, 2017, and the Board previously approved the creation of three additional fire crews (one crew was approved in FY15/16 and two additional crews in FY16/17), with an increase in the Fire MSBU as reflected;

C. The July 1st taxable value certification is 4.59% above the July 1st certification of the previous year, resulting in about $5,020,747 more in the County Budget (the County may appropriate 95% of this or $4,769,710), and the changes between the June 1st and July 1st taxable value are included in the FY17/18 balanced Budget of $455,681,077;

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

D. The County is operating the Public Safety and Public Works Divisions formerly housed with the Santa Rosa Island Authority (SRIA) at a cost of $3.48 million for FY17/18 at a savings of roughly $200,000 from the current Fiscal Year's Budget while increasing the levels of service on Pensacola Beach;

E. There is a budgeted SRIA Reserve of $9,805,859 for taxes associated with real property located on Pensacola Beach, and the County is currently escrowing an estimate of the taxes paid on the land due to continued litigation on Pensacola Beach;

F. There is no pay increase included in the FY17/18 Budget for the Board Departments;

G. There is a Health Insurance increase included in the Budget in the amount of $3,179,222 across all funds, and the Employer/Employee spread represents an increase of 20% across all insured categories;

H. There are several new positions included in this budget, numerous positions have been eliminated, and the additional positions added for FY17/18 have a budgetary increase of $98,696 to the County's General Fund and $897,833 to our Enterprise of Special Revenue Funds, for a total of $996,529, and the deleted positions have a budgetary savings of $493,272 to the County's General Fund and $168,765 to the County's Enterprise and Special Revenue Funds for a total of $662,037, which is largely due to the increase of Basic Life Services being added to EMS [Emergency Medical Services];

I. State Mandates are included as part of our Outside Agency funding requests, and $135,000 for the Comprehensive Services for Children/Gulf Coast Kids House for abused children and the $21,289 for the Regional Planning Council are non-discretionary;

J. A total of $1,546,118 is available in the General Fund for Outside Agency funding requests for FY17/18;

(Continued on Page 4)

AGENDA NUMBER – Continued

3. Continued…

K. There is $1.5 million included in the budget for the Department of Juvenile Justice mandate, $5,155,433 million for the Medicaid mandate, and $600,000 for state-mandated Baker Act services;

L. There is also $3,335,000 included for payments to the City for the Tax Increment Financing (TIF) districts; County Community Redevelopment Area (CRA) TIF's are maintained at the 75% increment level of funding for FY17/18, resulting in an estimated $1,944,005 for the County CRA's, which is an increase of $69,005 over the prior year's estimate;

M. The Ensley and Atwood CRA's are also added to the FY17/18 CRA Budgets along with expansions to the Cantonment and Palafox CRA's, and the Board approved an increase in the increment funding level from 65% to 75% for FY16/17, which generated roughly $500,000 in additional funding over the FY15/16 levels;

N. CRA and City of Pensacola TIF valuations have not changed materially between the June and July Certification of values;

O. There were approximately $11.2 million in operational and capital enhancements requested this Budget year and $1.9 million in personnel enhancements requested that were made by Board Departments and Constitutional Officers that are not included in this budget;

P. The Sheriff made requests totaling $3,288,955 that are not included in the Budget, as follows:

- Compression Pay Adjustment – $2,083,524
- 3% pay increase – $1,205,431
- Adjustment to Life & Health to match BCC rate at $9,500 per Full Time Employee (FTE) – $284,000

Q. Sheriff's requests that are included in the budget are as follows:

- Six new Cadet Positions – $319,154
- Increase in personnel budget – $870,749

(Continued on Page 5)

AGENDA NUMBER – Continued

3. Continued…

   R. There are allocations of $100,000 for the BCC Internship Program ($20,000 per Commissioner), an allocation of $200,000 for Social Programs (the Summer Youth Programs), $250,000 in the General Fund for the Board's discretionary allocations ($50,000 per Commissioner), $55,000 for the Low Income Utility Assistance Program, $25,000 for the Humane Society (spay/adoption program), and $20,000 for Panhandle Equine Rescue;

   S. There are nine months of planned Local Option Sales Tax (LOST) IV project expenditures, totaling $29,523,659, and the project list will be defined at the upcoming workshops; and

   T. The County issued Sales Tax Revenue Bonds, Series 2017 totaling, $88,742,424, toward the construction of a new Jail Facility, and the first year's Jail Construction Bond payment from LOST IV is in the amount of $4,201,000.

4. Constitutional Officers

   The C/W heard an overview concerning the Proposed Fiscal Year 2017-2018 Budgets for Constitutional Officers, as follows:

   A. The Honorable Pam Childers addressed the proposed budget for the Clerk of the Circuit Court and Comptroller and advised that there are no pay increases in the FY17/18 budget, there is a decrease in the amount requested due to some streamlining of technology and bringing items such as risk audits in house, and some funds are reserved to hire outside consultants;

   B. The Honorable Chris Jones addressed the proposed budget for the Property Appraiser and advised that:

      (1) As required by Florida Statute, the FY17/18 budget was submitted to the Florida Department of Revenue by June 1 and has been tentatively approved;

      (2) The FY17/18 Budget is $311,000 over the FY16/17 budget, which is slightly more than the FY05/06 budget, and the increases were $160,000 in legal fees for litigation on Pensacola Beach and $149,000 for staff pay increases, which is according to State guidelines; and

(Continued on Page 6)

4. Continued…

B. Continued…

(3) Florida Statutes requires the County to fund the Property Appraiser, who also works for the City of Pensacola and the Escambia County School Board;

C. David Stevens, Deputy Supervisor of Elections for Information Technology, addressed the proposed budget for the Supervisor of Elections and advised that:

(1) The FY17/18 budget is a 1.5-1.6% reduction from last year, accomplished through reduction in staff, usually related to poll workers, and permanent staff is approximately 12, which is a reduction from 20 or more employees when Mr. Stafford took office;

(2) Since Mr. Stafford took office, the number of registered voters has increased from the 180,000s to over 200,000, and vote-by-mail ballots have doubled in that time as well, which is one of the more expensive activities done by the Supervisor of Elections Office;

(3) There was no increase in the cost of operations due to the prevention of cyber-attacks on the voting system because much of what is done is on the County's network;

D. The Honorable Scott Lunsford addressed the proposed budget for the Tax Collector and advised that:

(1) The Tax Collector collects fees for the services offered, which are drivers' licenses, tag and title registrations, concealed weapons permits, hunting and fishing licenses, and business licenses, and the fee due from the Board amounts to $4,428,755, which is approximately $7,000 more than last year; and

(2) There is a 3% salary increase of $127,000, which is the lesser of the State formulas, in order to fund the career ladder step increases earned by the employees as they progress and it is not an across-the-board pay increase for all employees; and

(Continued on Page 7)

AGENDA NUMBER – Continued

4. Continued…

E. Chief Deputy Eric Haines presented a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Sheriff's Office 2017-2018 Budget Request*, and advised that:

(1) According to the Florida Department of Law Enforcement (FDLE) 2016 Criminal Justice Agency Profile, the Escambia County Sheriff's Office (ECSO) has 1.43 sworn law enforcement officers per 1,000 citizens, and the State average is 1.91;

(2) From 2009 until the present, attrition has steadily increased, due in part to changes in the Florida Retirement System (FRS), and is expected to continue to increase to over 50 deputies this year, which is almost double the 2009 rate; the civilian attrition rate has steadily grown; and the ECSO has double the average attrition rate for deputies in the State of Florida;

(3) Of the ten counties nearest in size to Escambia County (five larger and five smaller), plus Santa Rosa and Okaloosa counties, Escambia County spends the least on law enforcement and has the highest crime rate;

(4) Due to pay and compression, a deputy retiring in 2023 will only make $550 more than a deputy that retired in 2008, and a sergeant retiring in 2023 will make $4,400 less than a sergeant retiring in 2009, and after retiring and serving 15 years as a sergeant he will make $3,700 less than a brand new PPD sergeant in 2017; and those numbers will go up if the ECSO gets no raises for a second year;

(5) The ECSO is requesting that the Board:

(a) Demand the salary study that was due in January 2017 be completed immediately and then fully fund its implementation so it could be included in this year's budget requests;

(b) If that is not possible, fund the salary plan as a temporary, partial step towards fixing the salary issues until the salary study is completed and implemented; and

(Continued on Page 8)

AGENDA NUMBER – Continued

4. Continued…

   E. Continued…

      (5) Continued…

         (c) Address these issues this year as the most compressed employees are entering the high five average for the FRS;

      (6) The priority for the ECSO is to stop people from leaving before trying to increase the number of officers;

5. Outside Agencies

   The C/W discussed funding for Outside Agencies, and:

   A. Agreed to consider funding General Fund outside agencies, as follows:

      (1) ACTS (Another Chance Transitional Services) – $20,000;

      (2) BARC (Bay Area Resource Council) – $15,000;

      (3) BRACE – $81,250;

      (4) Council on Aging – $41,000;

      (5) Pensacola Downtown Improvement Board (DIB Clean & Safe Ambassador Program) – $0 (the DIB withdrew its request for funding);

      (6) Pensacola Downtown Improvement Board (First City Lights Festival) – $0 (the DIB withdrew its request for funding);

      (7) Escambia Community Clinics – $455,160;

(Continued on Page 9)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(8) Early Learning Coalition of Escambia County – $238,875;

(9) EscaRosa Coalition on the Homeless – $0, but will fund $25,000 from Neighborhood Enterprise Division funds for rapid rehoming and homeless prevention;

(10) 211 (First Call for Help)/United Way – $0;

(11) Florida Veterans Foundation – Not addressed;

(12) Human Relations Commission – $0;

(13) The Global Corner – $0;

(14) Gulf Coast Veterans Advocacy Council, Inc. – $11,000;

(15) Junior Achievement of Northwest Florida – $20,000

(16) KlaasKids Regional Search Operations Center – Pensacola – $1,850;

(17) Lakeview Center – Not addressed;

(18) Golf Coast Kid's House/Child Protection Team – $131,400, which is the past year's number of exams (438) x the exam cost ($300), and the agency and the County will "true up" at the end of the year;

(19) Legal Services of North Florida, Inc. – $21,969;

(20) Northwest Florida Legal Services, Inc. – $21,969;

(Continued on Page 10)

AGENDA NUMBER – Continued

5. Continued…

   A. Continued…

      (21) Pathways for Change – $308,750;

      (22) Pensacola Caring Hearts – $13,000;

      (23) Pensacola Promise/Chain Reaction – $19,000;

      (24) United Way – $90,725;

      (25) Unity in the Family (Changing Anti-Social Habits) – $50,000

      (26) Veterans Memorial Park Foundation of Pensacola – $10,000;

      (27) WFL Regional Planning Council – $21,289;

      (28) Wildlife Sanctuary – $35,000;

   B. Agreed to discuss funding Economic Development Fund outside agencies on July 26, 2017, at the Committee of the Whole/Economic Development Summit, Part II;

   C. Agreed to consider funding Visit Pensacola, in the amount of $4,662,375, from the Three Cents Tourist Development Tax;

   D. Agreed to consider funding Fourth Cent Tourist Development Tax outside agencies, as follows:

      (1) African American Heritage Society – $30,000;

      (2) Historic Preservation Board – $120,000;

      (3) Naval Aviation Museum – $100,000;

(Continued on Page 11)

AGENDA NUMBER – Continued

5. Continued…

   D. Continued…

      (4) Sertoma's 4th of July – $75,000;

      (5) St. Michael's Cemetery Foundation of Pensacola, Inc. (Maintenance of St. Michael's Cemetery) – $25,000;

      (6) St. Michael's Cemetery Foundation of Pensacola, Inc. (Maintenance of Mt Zion Cemetery – $14,000; and

      (7) St. Michael's Cemetery Foundation of Pensacola, Inc. (Maintenance of AME Zion and Magnolia Cemeteries) – $25,000; and

   E. Did not address funding for Keep Pensacola Beautiful (Solid Waste Management Fund)

   Speaker(s):

Leon Rankins
Austin Mount
Greg Strader
John Clark
Chandra Smiley
Walter Bruce Watson, Jr.
Michael Martin
Rebecca Hale
Lee Hansen
Joseph Herrin, Jr.
Ildi Hosman
John Johnson
Ray Mooney
Kirsten Bucey
Leslie Powell-Boudreaux
Brenda Dotson
Connie Bookman
Lee Avant
Kristin Fairchild
Laura Hill
Tom Hilton
Curt Morse
Calvan Avant
Butch Hansen
Austin Mount
Dorothy Kaufmann
Dave Hoxen
Steve Hayes
Angie West-Robinson
Robert Overton
Margo Stringfield
Rusty Mack
Rusty Branch

AGENDA NUMBER – Continued

6. BCC Departments

The C/W reviewed the proposed budgets for County Departments, and:

A. Heard a review of the proposed Board of County Commissioners budget from County Administrator Brown, agreed that the Commissioners will not accept a pay increase, and agreed that the discretionary funds need to come from a source that allows for flexibility in utilization;

B. Heard a review of the proposed Non-Departmental budget from County Administrator Brown and made no changes;

C. Heard a review of the proposed County Administrator's budget from County Administrator Brown and made no changes;

D. Heard a review of the proposed Community and Media Relations budget from County Administrator Brown and made no changes;

E. Heard a review of the proposed budget for Assistant County Administrator Amy Lovoy from County Administrator Brown and made no changes;

F. Heard a review of the proposed budget for the County Attorney's Office from County Attorney Rogers and made no changes;

G. Heard a review of the proposed budget for the Public Works Department from Joy Blackmon, P.E., Director; Wes Moreno, Branch Director; Colby Brown, Deputy Public Works Director; and David Forte, Division Manager, and made no changes;

H. Heard a review of the proposed budget for the Development Services Department Planning and Zoning and Development Review from Horace Jones, Director, and Charlie Gonzalez, Division Manager, and made no changes;

I. Heard a review of the proposed budget for the Human Resources Department from Eric Kleinert, Director and made no changes;

J. Heard a review of the proposed budget for the Office of Management and Budget from Stephan Hall, Budget Manager, and made no changes;

(Continued on Page 13)

AGENDA NUMBER – Continued

6. Continued…

K. Heard a review of the proposed budget for the Office of Risk Management from Bob Dye, Risk Manager, and made no changes;

L. Heard a review of the proposed budget for the Office of Purchasing from Paul Nobles, Division Manager, and made no changes;

M. Heard a review of the proposed budget for Library Services from Todd Humble, Director, and made no changes;

N. Heard a review of the proposed budget for the Information Technology Department from Shawn Fletcher, Director, and made no changes;

O. Heard a review of the proposed budget for the Waste Services Department from Pat Johnson, Director, and made no changes;

P. Heard a review of the proposed budget for the Natural Resources Management Department from Chips Kirschenfeld, Director, and Tim Day, Environmental Programs Manager, and made no changes;

Q. Heard a review of the proposed budget for Extension Services from Susan Hendrix, Administrative Supervisor, and Brian Estevez, Extension Agent, and made no changes;

R. Heard a review of the proposed budget for the Corrections Department from Tammy Jarvis, Director, and made no changes;

S. Heard a review of the proposed budget for the Public Safety Department from Mike Weaver, Director, and made no changes;

T. Heard a review of the proposed budget for the Facilities Management Department from Bob Dye, Interim Director, and made no changes;

U. Heard a review of the proposed budget for the Building Services Department from Tim Tolbert, Director, and John Robinson, Animal Services Manager, and made no changes;

(Continued on Page 14)

AGENDA NUMBER – Continued

6. Continued…

   V. Heard a review of the proposed budget for the Parks and Recreation Department from Michael Rhodes, Director, and made no changes; and

   W. Heard a review of the proposed budget for the Neighborhood and Human Services Department from Tonya Gant, Director; Clara Long, Community Redevelopment Manager; and Meredith Reeves, Neighborhood Enterprise Manager; and made no changes;

7. Adjourn

   See Agenda Item 1 (Page 1) for adjournment times.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 13, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 12:42 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
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
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson, IV, District 4

AGENDA NUMBER

1. Call to Order

   Chairman Underhill called the Committee of the Whole (C/W) Workshop to order at 9:04 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 July 8, 2017, in the Board's Weekly Meeting Schedule.

AGENDA NUMBER – Continued

3. Countywide Roadways vs. District Specific Roadways

A. Board Discussion – The C/W discussed Countywide Roadways vs. District Specific Roadways, and the C/W:

(1) Was advised by Colby Brown, Deputy Public Works Director, that:

(a) The green roads on the map may not need to be discussed but the yellow roads might require some discussion regarding whether or not they need to be on the system map;

(b) The spreadsheet lists the green roads in the "Include Recommended" column, the yellow roads in the "Include Consideration" column, and the roads listed in the "Do Not Include" column are mostly City of Pensacola roads that were not included on the map; and

(c) Average Daily Traffic information will be added to the different areas of the map prior to the next discussion;

(2) Was advised by Commissioner Bergosh that the District 1 map is exactly right, with the exception of:

(a) There is congestion every morning on Wilde Lake Boulevard right before the Interstate, and Wilde Lake Boulevard and the yellow road that goes to Klondike or Eight Mile Creek need to both be green and a way found to alleviate the morning traffic congestion; and

(b) Bauer Road should be green because it is important egress during a hurricane;

(3) Was advised by Commissioner Underhill that the green roads in District 2 are correct, all of the yellow roads are secondary, and he is looking for roads that are critical to the functioning of the entire network, and by using that standard, there is too much green on the map;

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

   A. Continued…

      (4) Was advised by Commissioner Barry that this map is a good starting point, the yellow roads that have been utilized by the Florida Department of Transportation (FDOT) for projects should also indicate impact to the system, and the roads that have received funding from FDOT should be removed; and

      (5) Was advised by County Administrator Brown that normally, if ownership for a road changes, it is shifted from FDOT ownership to the County, and occasionally when roads are swapped, it is usually a road with a higher probability of being destroyed in a hurricane that is swapped for a road with lesser liability, but staff can look into it; and

   B. Board Direction – None.

   (COMMISSIONER MAY WAS ABSENT DURING DISCUSSION OF THIS ITEM)

4. Local Option Sales Tax IV Plan

   A. Board Discussion – The C/W viewed and discussed a spreadsheet, which was also provided in hard copy, entitled *LOST IV Planning Revenue and Projects Projections*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

      (1) Was advised by Ms. Lovoy that:

         (a) Everything highlighted in yellow are new changes since the last discussion, and Revenue includes the estimated equestrian fees and a repayment from the City of Pensacola that is due December 31, 2019;

         (b) Currently, all of the red is in the first five years of Local Option Sales Tax IV (LOST IV) because more funds have been allocated to projects than estimated revenue coming in, leaving only $2.7 million left unallocated over the life of the LOST IV;

   (Continued on Page 4)

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(1) Continued…

(c) All $10 million allocated from District 4's discretionary funds have been put in the first year of LOST IV, engineering is working on getting a better schedule of when money will be owed, but it is anticipated to be owed within the first three years, and even if spread out over the first three years there is still red;

(d) The "Projects for Consideration" have no money associated with them but are projects the Board would consider priorities;

(e) There is an existing project in LOST III on Navy Boulevard with approximately $1.45 million allocated, and if that money is spent on the project, the State will reimburse half the amount in 2020; therefore, $725,000 was added to the 2020 revenues;

(f) Staff has prepared a LOST IV plan reflecting the same percentages of the available LOST funds to allow the Board to modify; and

(g) The Sheriff's Office was allocated $49.7 million over the ten years of LOST III;

(2) Was advised by Michael Capps, SMG, Pensacola Bay Center, that:

(a) The naming rights for the Pensacola Bay Center could be reasonably expected to be $1-$1.5 million over a ten-year timeframe, not per year, or $250,000 per year;

(b) SMG is working, on a corporate-level, with a consulting firm on how to leverage the Pensacola Bay Center and explore a wider market;

(c) Developmental league basketball games would be twice as expensive to produce as hockey and would also require extensive renovations to the building;

(Continued on Page 5)

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(2) Continued…

(d) All actual expenses are expected to be less than the $200,000 each year, because, for example, SMG has found a local company to perform the website redesign for $8,500 instead of the planned $20,000, which will also reduce the monthly service fee from $400 to $25 per month, and by purchasing used spotlights instead of buying new;

(3) Was advised by Commissioner Underhill that:

(a) He supports public safety and infrastructure as the purpose of LOST funds and that $50 million of LOST IV for law enforcement should be a beginning point of the discussion; and

(b) He would like to see the original amounts requested by the elected officials and each department prior to the adjustments made by staff in order to balance;

(4) Was advised by Commissioner Barry that:

(a) The funds will not necessarily be spent as they appear on the spreadsheet during the year allocated;

(b) He would like to discuss the Library allotment when all Commissioners are present;

(c) He recommends moving the Pensacola Bay Center allotment back to the Tourist Development Tax (TDT);

(d) He would like to see departments with their own funding source, such as the Library Municipal Services Taxing Unit, pay for projects out of the dedicated funding source; and

(Continued on Page 6)

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(4) Continued…

(e) He would like to remove the $888,167 on the Sheriff Facilities line from every year in LOST IV and reduce the $4 million per year for Vehicle/Equipment Replacement to $3 million each year for LOST IV because the Sheriff's Office has never spent $4 million on vehicles in a year;

(5) Was advised by Chief Deputy Eric Haines that:

(a) The Sheriff's Office submitted a request for $7 million each year of LOST IV, were notified later that they would receive $48 million, and were also told that there was $50 million still unallocated, which the Board later allocated as discretionary funds;

(b) The items on the "wish list" were not submitted as "wishes" but were cut from the Sheriff's Office requests, and include the range, substations, and the property and evidence warehouse;

(c) There have been 35 deputies added since LOST III, which require vehicles and equipment, and keeping the Sheriff's Office at LOST III levels when costs have increased would be detrimental;

(d) There is more than vehicles in the Vehicles and Equipment line item and it includes radios, desktop computers, and servers; and

(e) The $881,167 does not include the range, but is the property and evidence warehouse that floods and needs to be replaced and continued maintenance of existing buildings; and this was not the amount requested by the Sheriff's Office because the numbers submitted were reduced by County staff;

(Continued on Page 7)

AGENDA NUMBER – Continued

4. Continued…

   A. Continued…

      (6) Was advised by County Administrator Brown that Chief Deputy Haines and he have a meeting scheduled for next week to look at the range needs and determine some real numbers, and, currently, there is nothing in LOST IV to do the range;

      (7) Agreed to the following regarding the LOST IV plan:

         (a) Libraries – Removed;

         (b) Pensacola Bay Center – Removed;

         (c) Supervisor of Elections – No Change;

         (d) Neighborhood and Human Services – No Change;

         (e) Parks and Recreation – No change;

         (f) Natural Resources – Removed large ship acquisition;

         (g) Public Safety/Fire – Moved the 2018 and 2019 lifeguard stands amount of $100,000 each to 2021 and 2022, and reduced the allotment for ambulances to $250,000 each year for 2018 and 2019;

         (h) Detention – No changes, but was advised by County Administrator Brown that there will be approximately $200,000 needed to repurpose space in the old jail when the new jail is complete;

         (i) Sheriff's Office – Removed the $888,167 on the Sheriff Facilities line from every year and reduced the $4 million per year for Vehicle/Equipment Replacement to $3 million each year; and

         (j) Any remaining LOST IV expenses will be discussed at the August 10, 2017, C/W Workshop; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

5. Introduction of Ask MyEscambia

   A. Board Discussion – The C/W was advised by Chairman Underhill that this item will be added to the August 10, 2017, C/W Workshop agenda; and

   B. Board Direction – None.

6. Owner Controlled Insurance Program

   A. Board Discussion – The C/W was advised by Chairman Underhill that this item will be added to the August 10, 2017, C/W Workshop agenda; and

   B. Board Direction – None.

7. Demolition on the McDonald's Site

   A. Board Discussion – The C/W was advised by Chairman Underhill that this item will be added to the August 10, 2017, C/W Workshop agenda; and

   B. Board Direction – None.

8. Family Conveyance

   A. Board Discussion – The C/W was advised by Chairman Underhill that this item will be added to the August 10, 2017, C/W Workshop agenda; and

   B. Board Direction – None.

9. Small Wireless Facilities

   A. Board Discussion – The C/W was advised by Chairman Underhill that this item will be added to the August 10, 2017, C/W Workshop agenda; and

   B. Board Direction – None.

10. Adjourn

    Chairman Underhill declared the C/W Workshop adjourned at 12:42 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JULY 18, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

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
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

Absent: Commissioner Grover C. Robinson IV, District 4

1. FOR INFORMATION: The agenda for the July 18, 2017, Regular Board Meeting was reviewed as follows:

   A. Commissioner Underhill advised that he has two add-on items;

   B. Commissioner Bergosh advised that he has one add-on item; and

   C. County Attorney Rogers advised that there is an Addendum to the County Attorney's Report.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12527** **Growth Management Report 16. 1.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**Issue:** Review of Rezoning Cases Heard by the Planning Board on July 10, 2017
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 10, 2017

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 10, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2017-08, Z-2017-09, and Z-2017-10 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-2017-08** |
| Address: | 4200 BLK of Spanish Trail and 4224 Creighton Road |
| Property Reference No.: | 09-1S-29-3001-016-001 and 09-1S-29-3001-014-001 |
| Property Size: | 0.19 (+/-) acres |
| From: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| To: | HDMU, High Density Mixed-use district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 4 |
| Requested by: | Kerry Anne Schultz, Agent for Douglas E. Dormer, Agent for Owners |
| Planning Board Recommendation: | Approval |
| Speakers: | Scott Bridgford, for Kerry Anne Schultz |
| **2. Case No.:** | **Z-2017-09** |
| Address: | 703 Beverly Parkway |

| | |
|---|---|
| Property Reference: | 46-1S-30-1100-018-011 |
| Property Size: | 0.10 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Tony Perez, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Buddy Page |

**3. Case No.: *Z-2017-10***

| | |
|---|---|
| Address: | 5200 Burlington Avenue |
| Property Reference No.: | 46-1S-30-1100-016-011 |
| Property Size: | 0.18 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Zenaida Palacious, Owner |
| Planning Board Recommendation: | **Withdrawn per applicant** |
| Speakers: | Buddy Page |

**BACKGROUND:**

The above cases were owner initiated and heard at the July 10, 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 cases 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.

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**Attachments**

Z-2017-08

Z-2017-09

Z-2017-10

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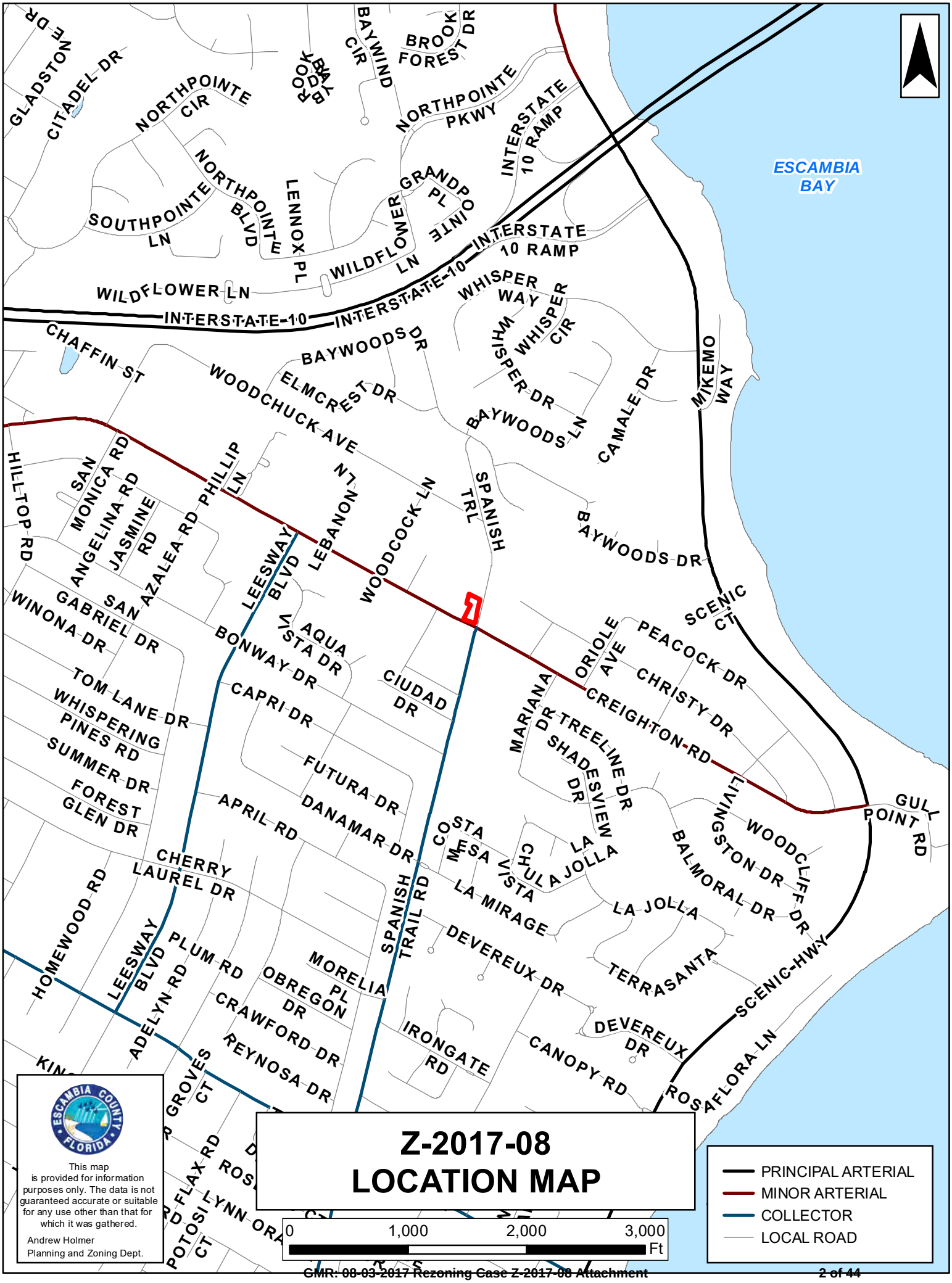
# Z-2017-08




# Z-2017-08
# LOCATION MAP

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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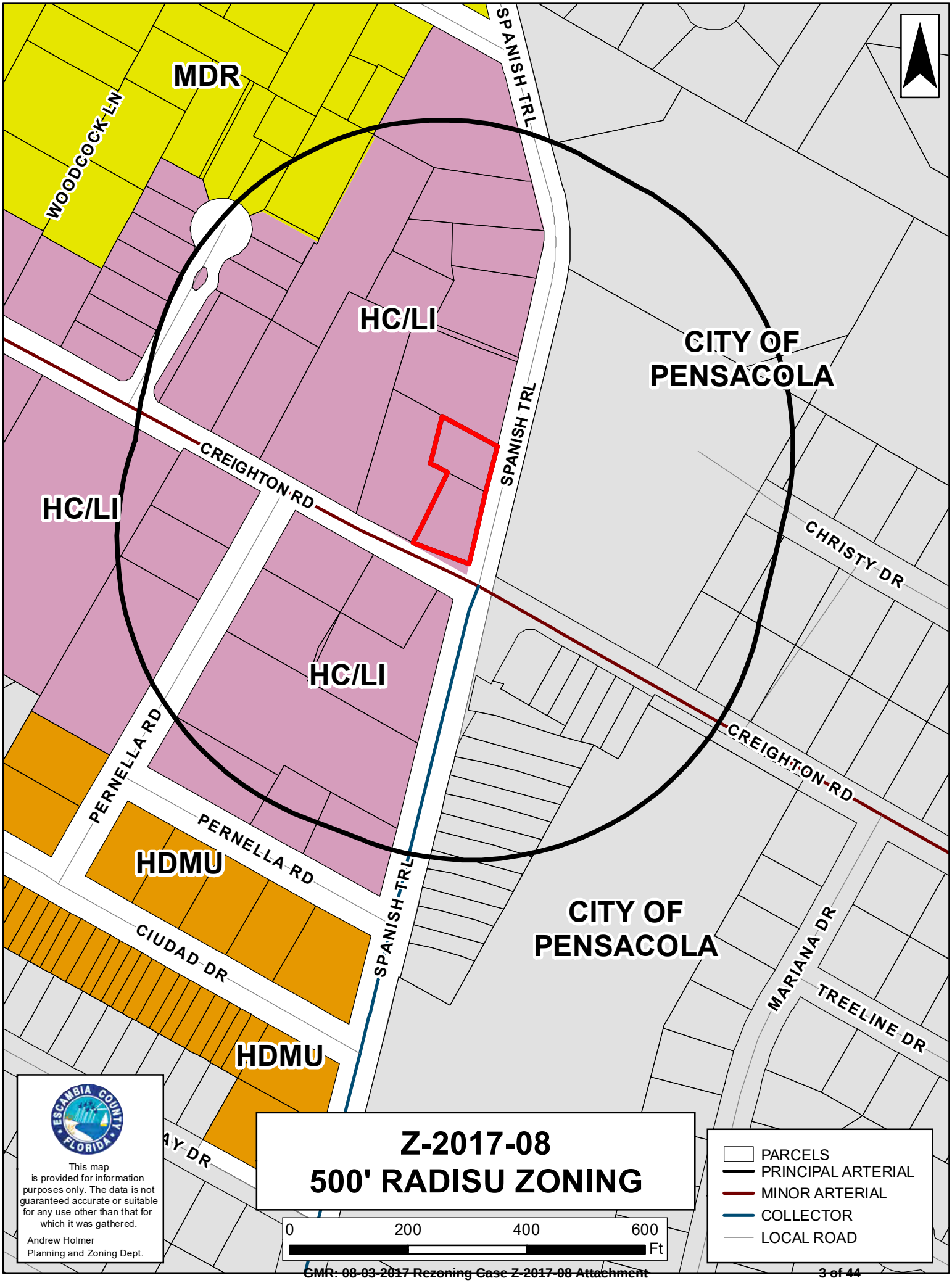
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD


MDR
WOODCOCK LN
SPANISH TRL
HC/LI
CITY OF PENSACOLA
CREIGHTON RD
HC/LI
SPANISH TRL
CHRISTY DR
HC/LI
CREIGHTON RD
PERNELLA RD
PERNELLA RD
HDMU
SPANISH TRL
CITY OF PENSACOLA
CIUDAD DR
MARIANA DR
TREELINE DR
HDMU
Z-2017-08
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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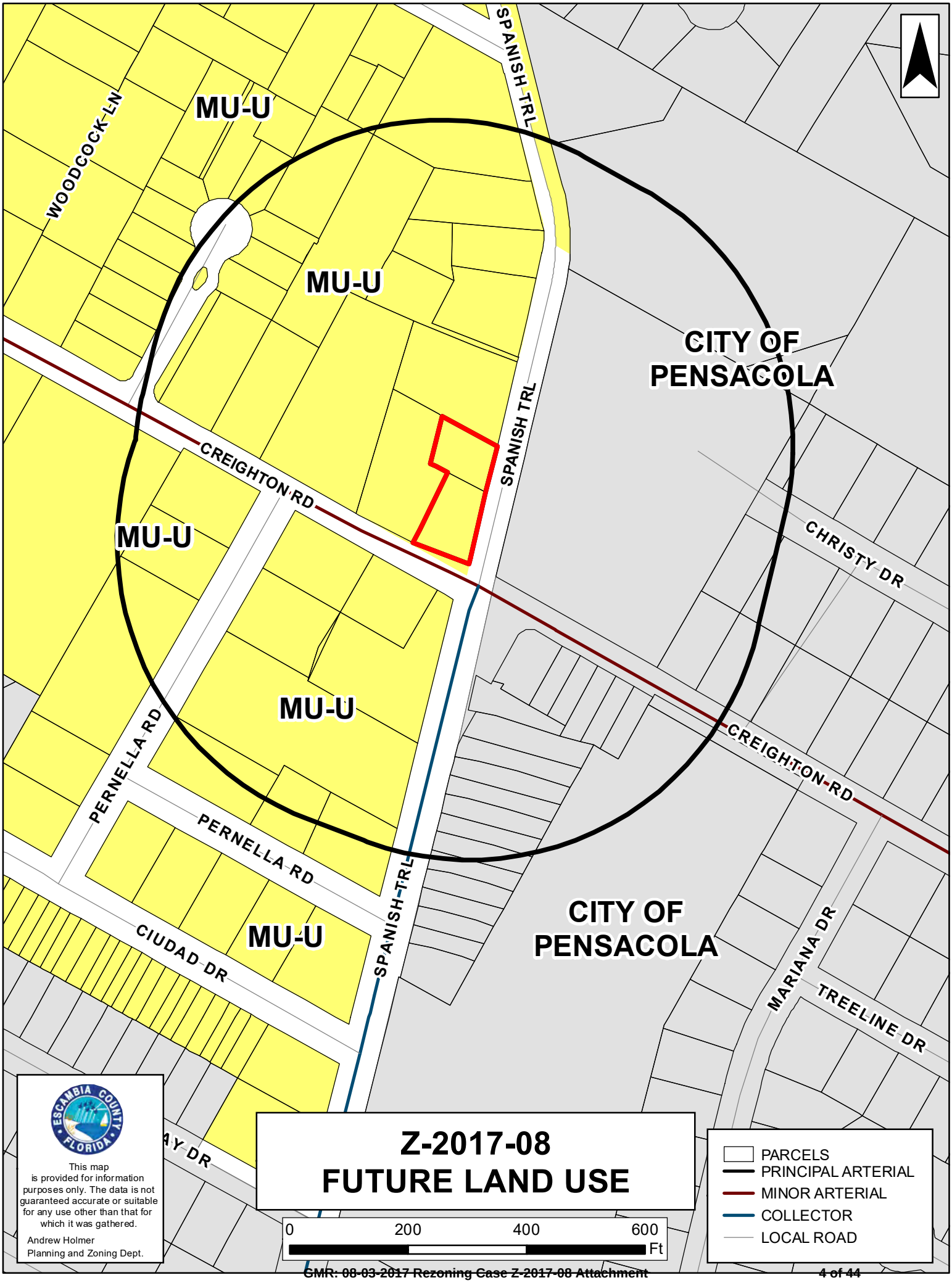
Andrew Holmer
Planning and Zoning Dept.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WOODCOCK LN
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CHRISTY DR
CITY OF PENSACOLA
CITY OF PENSACOLA
PERNELLA RD
PERNELLA RD
CIUDAD DR
MARIANA DR
TREELINE DR
Z-2017-08
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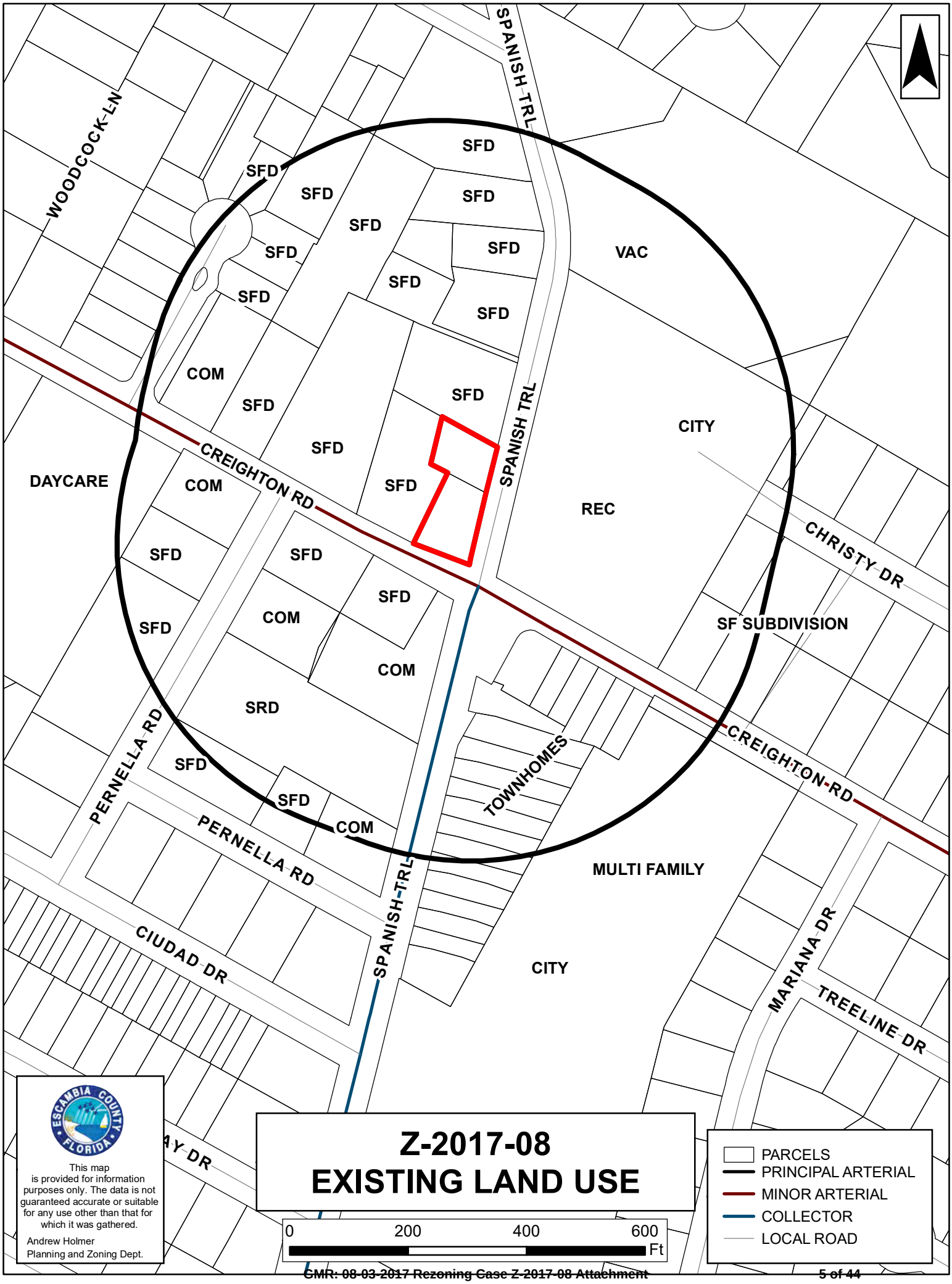
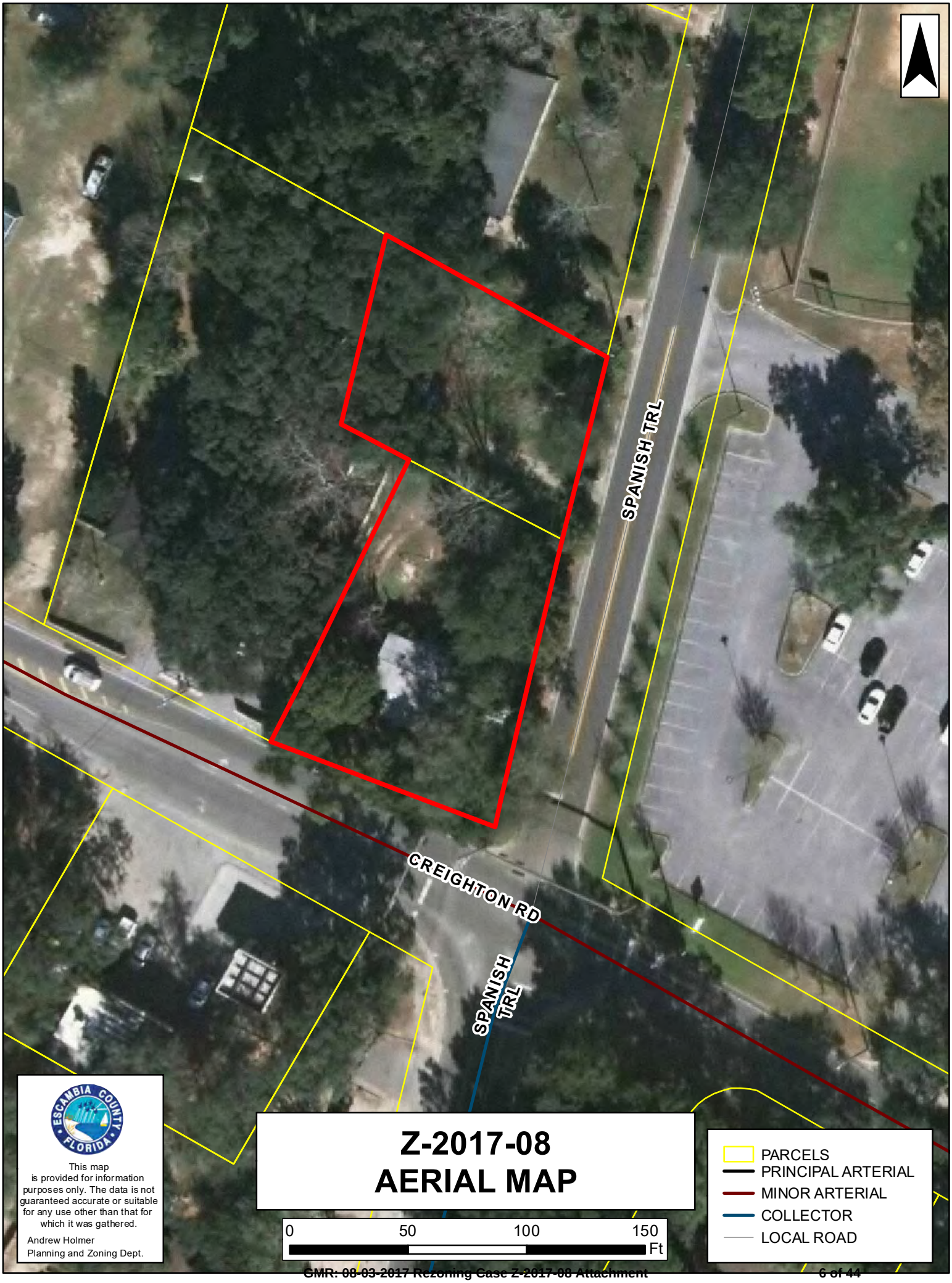
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


WOODCOCK LN
SPANISH TRL
SFD
VAC
COM
CREIGHTON RD
DAYCARE
CITY
REC
CHRISTY DR
SF SUBDIVISION
SRD
PERNELLA RD
TOWNHOMES
MULTI FAMILY
CIUDAD DR
MARIANA DR
TREELINE DR
Z-2017-08
EXISTING LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.




# Z-2017-08
# AERIAL MAP

0 50 100 150 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

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

Andrew Holmer
Planning and Zoning Dept.

FOUNTAIN SCHULTZ & ASSOCIATES
Attorneys at Law

KENNETH R. FOUNTAIN
KERRY ANNE SCHULTZ
SCOTT C. BRIDGFORD

2045 FOUNTAIN PROFESSIONAL CT.
SUITE A
NAVARRE, FLORIDA 32566
TEL: (850) 939-3535
FAX: (850) 939-3539

SANTA ROSA BEACH
TEL: (850) 622-2700
FAX: (850) 622-2722

May 25, 2017

**VIA OVERNIGHT DELIVERY**
Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505

**RE: REZONING APPLICATION**
**Property Reference Number: 09-1S-29-3001-016-001**
**Property Reference Number: 09-1S-29-3001-014-001**

**(1) Owners: Richard Southern as to a 16.666 interest; Teresa M. Dormer as to a 3.333 percent interest; Joseph E. Miller as to a 3.333 percent interest; Richard A. Miller as to a 3.333 percent interest; Stephen J. Miller as to a 3.333 percent interest; Evelyn E. Miller as to a 3.333 percent interest; Paul R. Montalvo as to a 4.1665 percent interest; Jane M. Curtis as to a 4.1665 percent interest; Ted E. Montalvo as to a 4.1665 percent interest; Tina M. King as to a 4.1665 percent interest; Korina Lynn Heal as to a 16.666 percent interest; Marjorie E. Wood as to a 8.333 percent interest; Charles A. Bruce as to a 8.333 percent interest; Evelyn S. Newell as to a 5.555 percent interest; Robert Smolsnick as to a 5.555 percent interest; and Michael Smolsnik as to a 5.555 percent interest.**

Dear Ms. Cain:

I have the pleasure of assisting the above-referenced owners with the Application for Rezoning from HC/LI to HDMU. Enclosed is the following information and documentation:

(1) **Completed Application**
(2) **Concurrency Determination Acknowledgment**
(3) **Affidavit of Owner and Limited Power of Attorney**
(4) **Order Appointing Douglas E. Dormer as Personal Representative of the Estate of Jack Smith Southern a/k/a Jack S. Southern a/k/a Jack Southern**
(5) **Letters of Administration**
(6) **Property Appraiser Information Confirming Ownership**

(7) **Executed Power of Attorneys from each owner of Parcel Identification Number allowing Douglas E. Dormer to serve as his/her attorney-in-fact**
(8) **Check in the amount of $2,122.50 for the application fee**

Please be advised that the owners can satisfy the re-zoning approval conditions to re-zone the properties from HC/LI to HDMU. In support of the Rezoning Application, the owners can support the following approval conditions:

(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. The rezoning is consistent with aspects of the comprehensive plan. The current FLU is MU-U which allows for the down zoning from HC/LI to HDMU.

(2) **Consistent with Escambia County Land Development Code**. The proposed rezoning is consistent with the stated purposes and intent of the Land Development Code and not in conflict with any of its provisions. The primary intent of the HDMU district is to provide for a mix of neighborhood rental sales, services and professional offices with greater unit density and diversity than the low density mixed use district. The proposed rezoning is consistent with the LDC and surrounding uses.

(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. The HDMU district establishes appropriate areas and land use regulations for a complementary mix of high density residential uses and compatible non-residential uses within urban areas. The proposed rezoning meets intent and goals of the surrounding area.

(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. The area is fairly built out. The proposed rezoning is a down-zone. The down-zone to HDMU is a better fit for the current conditions of the area.

(5) **Development Patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern. The proposed rezoning will contribute and contrive the logical and orderly development pattern of the area and is better suited for HDMU than the current HC/LI zoning.

(6) **Effect on Natural Environment**. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment. The proposed development will not increase the probability of any significant impacts to the environment. No wet lands are impacted and when developed storm-water treatment will be provided which currently doesn't exist at the property.

Should you have any questions or need additional information, please do not hesitate to contact my office. Thank you for your consideration.

Sincerely,
**Fountain, Schultz & Associates, P.L.**

Kerry Anne Schultz

KAS: arz
Enclosures as stated

PRZ1705 60015

**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-2017-08 Accepted by: HCan PB Meeting: 7/11/17

1. **Contact Information:**

   A. **Property Owner/Applicant:** Douglas E. Dormer, et al (beneficiaries of the Estate of Jack Smith Southern)
   Mailing Address: 2614 S. Strathford Lane, Kingwood, Texas 77345
   Business Phone: 281-467-4662 Cell: 281-467-4662
   Email: ed@edormer.com

   B. **Authorized Agent (if applicable):** Kerry Anne Schultz
   Mailing Address: 2045 Fountain Professional Court, Navarre, Florida 32566
   Business Phone: 850-939-3535 Cell: 850-380-0784
   Email: kaschultz@fountainlaw.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: 4200 Block Spanish Trail and 4422 Creighton Road
   Parcel ID (s): 09-1S-29-3001-016-001 and 09-1S-3001-014-001

   B. Total acreage of the subject property: Approximately 1.47 acres

   C. Existing Zoning: HC/LI
   Proposed Zoning: HDMU
   FLU Category: MU-U

   D. Is the subject property developed (if yes, explain): There are existing structures on the properties.

   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.

The owner desires to construct single family residential housing, which is not permitted in the HC/LI zoning category. The owner is requesting to down zone the zoning to HDMU, which is more characteristic of the surrounding land uses consisting of a mixture of residential and commercial uses.

**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.

Please see the attached.

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

Please see the attached.

3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.
Please see the attached.

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

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.
Please see the attached.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.
Please see the attached.

## 4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

### CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 09-1S-29-3001-016-001 AND 09-1S-3001-014-001

Property Address: 4200 Block Spanish Trail AND 4422 Creighton Road

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 23 Rd DAY OF MAY, YEAR OF 2017.

Signature of Property Owner

DOUGLAS E DORMER, ATTY - IN FACT PERSONAL REPRESENTATIVE
Printed Name of Property Owner

05/23/2017
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 4200 Block Spanish Trail, Pensacola, FL 32504 4422 Creighton Rd, Pensacola, FL 32504 _____, Florida, property reference number(s) 09-1S-29-3001-016-001 and 09-1S-3001-014-001 I hereby designate KERRY Anne Schultz _____ 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 23rd day of May 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: KERRY Anne Schultz Email: KASchultz@FountainLaw.com
Address: 2045 Fountain Professional Ct, Navarre FL 32566 Phone: (850) 939-3535

| | | |
|---|---|---|
| Signature of Property Owner | Douglas E Dormer Atty in Fact Personal Representative<br>Printed Name of Property Owner | 05/23/2016<br>Date |
| Signature of Property Owner | Printed Name of Property Owner | Date |

STATE OF Texas COUNTY OF Harris

The foregoing instrument was acknowledged before me this 23rd day of May 20 17, by Douglas Dormer.

Personally Known ☐ OR Produced Identification ☑ Type of Identification Produced: Texas Driver's License

Signature of Notary

LaTaunya Davis
Printed Name of Notary

LATAUNYA DAVIS
Notary Public, State of Texas
Notary ID #125996289
My Commission Expires
February 8, 2019

## 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: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).**

**C.** [✓] Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

**D.** [N/A] Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

**E.** [✓] Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

**By my signature, I hereby certify that:**

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

| Signature of Owner/Agent | Printed Name Owner/Agent | Date |
|---|---|---|
| | Kerry Anne Schultz | 5/24/17 |
| Signature of Owner | Printed Name of Owner | Date |
| | | |

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 24th day of May 20 17, by Kerry Anne Schultz.

Personally Known [X] OR Produced Identification [ ]. Type of Identification Produced: _____

| Signature of Notary | Printed Name of Notary |
|---|---|
| | Julie Jane Franklin |

(Notarial Seal)

Julie Jane Franklin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF986787
Expires 4/27/2020

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
PROBATE DIVISION

IN RE: THE ESTATE OF

JACK SMITH SOUTHERN a/k/a JACK S. SOUTHERN a/k/a JACK SOUTHERN,

Deceased.

CASE NO.: 16 CP 0006
DIVISION: E

FILED
2016 FEB 12 P 12:03
PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

# ORDER APPOINTING PERSONAL REPRESENTATIVE
(intestate--single)

On the petition of DOUGLAS E. DORMER for administration of the estate of JACK SMITH SOUTHERN a/k/a JACK S. SOUTHERN a/k/a JACK SOUTHERN, deceased, the Court finding that the decedent died on September 25, 2015, and that DOUGLAS E. DORMER is entitled to appointment as Personal Representative by reason of the majority in interest of the heirs at law, having consented to his appointment as Personal Representative, and because he is the spouse of TERESA M. DORMER, one of the heirs at law of the decedent, he is qualified under the laws of the State of Florida to serve as Personal Representative, it is

ADJUDGED that DOUGLAS E. DORMER is appointed Personal Representative of the estate of the decedent, and that upon taking the prescribed oath, filing designation and acceptance of resident agent, and entering into bond in the sum of -0-, in that a majority in interest of the heirs of the decedent have waived bond, Letters of Administration shall be issued.

ORDERED on the 11 day of Feb, 2016.

CIRCUIT JUDGE

**Conformed copy to:**
**Thomas G. Van Matre, Jr., Esquire**

Recorded in Public Records 02/12/2016 at 12:57 PM OR Book 7477 Page 922, Instrument #2016010348, P. Childers Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
PROBATE DIVISION

IN RE: THE ESTATE OF

JACK SMITH SOUTHERN a/k/a JACK S. SOUTHERN a/k/a JACK SOUTHERN,

CASE NO.: 2016 CP L
DIVISION: E

Deceased.

/

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
2016 FEB 12 P 12:57
PROBATE DIVISION

**LETTERS OF ADMINISTRATION**
(single personal representative)

**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, JACK SMITH SOUTHERN a/k/a JACK S. SOUTHERN a/k/a JACK SOUTHERN a resident of Escambia County, Florida, died on September 25, 2015, owning assets in the State of Florida, and

WHEREAS, DOUGLAS E. DORMER, has been appointed Personal Representative of the estate and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare DOUGLAS E. DORMER, duly qualified under the laws of the State of Florida to act as Personal Representative of the estate of JACK SMITH SOUTHERN a/k/a JACK S. SOUTHERN a/k/a JACK SOUTHERN, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED ON Feb 11, 2016

CIRCUIT JUDGE

Conformed copy to:
Thomas G. Van Matre, Jr., Esquire

SCOTT LUNSFORD, 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 |
|---|---|---|---|---|
| 01-1207-100 | | SEE BELOW | 06 | 091S293001016001 |

2016 Paid Real Estate

OFFICE
(850) 438-6500
Ext. 3252

DORMER TERESA M 3.333% INT
SOUTHERN RICHARD 16.666% INT
2614 S STRATHFORD LN
KINGWOOD, TX 77345

4200 BLK SPANISH TRL

BEG ON ELY EXT OF S LI OF LT 1 AT A PT
172 FT E OF SE C
See Additional Legal on Tax Roll

AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIED |
|---|---|---|---|---|---|
| COUNTY | 6.6165 | 14,199 | 0 | 14,199 | 93.95 |
| PUBLIC SCHOOLS | | | | | |
| BY LOCAL BOARD | 2.2100 | 15,888 | 0 | 15,888 | 35.11 |
| BY STATE LAW | 4.6660 | 15,888 | 0 | 15,888 | 74.13 |
| WATER MANAGEMENT | 0.0366 | 14,199 | 0 | 14,199 | 0.52 |
| SHERIFF | 0.6850 | 14,199 | 0 | 14,199 | 9.73 |
| M.S.T.U. LIBRARY | 0.3590 | 14,199 | 0 | 14,199 | 5.10 |

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

| TOTAL MILLAGE | 14.5731 | AD VALOREM TAXES | $218.54 |
|---|---|---|---|

NON-AD VALOREM ASSESSMENTS

| LEVYING AUTHORITY | | RATE | AMOUNT |
|---|---|---|---|
| FP FIRE PROTECTION | 850-595-4960 | | 15.03 |

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

| NON-AD VALOREM ASSESSMENTS | $15.03 |
|---|---|

| COMBINED TAXES AND ASSESSMENTS | $233.57 | PAY ONLY ONE AMOUNT | See reverse side for important information |
|---|---|---|---|

| If Paid By | Nov 30, 2016 | | | | |
|---|---|---|---|---|---|
| Please Pay | $0.00 | | | | |

AMOUNT DUE IF PAID BY

SCOTT LUNSFORD, 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 |
|---|---|---|---|---|
| 01-1207-100 | | SEE ABOVE | 06 | 091S293001016001 |

2016 Paid Real Estate

4200 BLK SPANISH TRL

DORMER TERESA M 3.333% INT
SOUTHERN RICHARD 16.666% INT
2614 S STRATHFORD LN
KINGWOOD, TX 77345

BEG ON ELY EXT OF S LI OF LT 1 AT A PT 172
FT E OF SE C
See Additional Legal on Tax Roll

RETURN

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

| If Paid By | Nov 30, 2016 | | | | |
|---|---|---|---|---|---|
| Please Pay | $0.00 | | | | |

RETURN WITH PAYMENT

Paid By
Paid 11/16/2016 Receipt # 187-16-00258288 $224.23

DO NOT FOLD, STAPLE, OR MUTILATE

Effective Date 11/14/2016

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

**General Information**

| | |
|---|---|
| **Reference:** | 091S293001016001 |
| **Account:** | 011207100 |
| **Owners:** | DORMER TERESA M 3.333% INT<br>SOUTHERN RICHARD 16.666% INT<br>MILLER JOSEPH E 3.333% INT<br>MILLER RICHARD A 3.333% INT... |
| **Mail:** | 2614 S STRATHFORD LN<br>KINGWOOD, TX 77345 |
| **Situs:** | 4200 BLK SPANISH TRL 32504 |
| **Use Code:** | MISC. RESIDENTIAL |
| **Taxing Authority:** | COUNTY MSTU |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

**Assessments**

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2016 | $15,738 | $150 | $15,888 | $14,199 |
| 2015 | $15,738 | $150 | $15,888 | $12,909 |
| 2014 | $11,586 | $150 | $11,736 | $11,736 |

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 06/28/2016 | 7549 | 682 | $100 | CJ | View Instr |
| 01/1972 | 607 | 928 | $100 | WD | View Instr |

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

**2016 Certified Roll Exemptions**

None

**Legal Description**

BEG ON ELY EXT OF S LI OF LT 1 AT A PT 172 FT E OF SE COR OF LT W ALY EXT 135 FT NLY AT RT ANG 140 FT FOR POB CONT...

**Extra Features**

FRAME BUILDING

**Parcel Information**

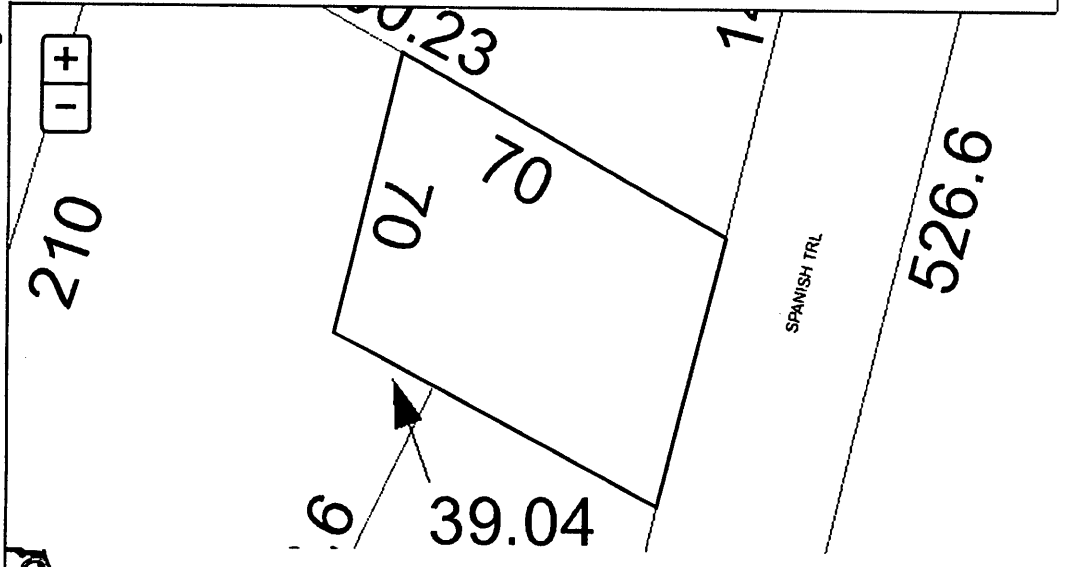
Launch Interactive Map

**Section Map Id:**
09-1S-29-2

**Approx. Acreage:**
0.1900

**Zoned:**
HC/LI

**Evacuation & Flood Information**
Open Report




View Florida Department of Environmental Protection(DEP) Data

| Buildings |
| --- |
| Images |

5/21/13

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**SCOTT LUNSFORD, 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 |
|---|---|---|---|---|
| 01-1206-000 | | SEE BELOW | 06 | 091S293001014001 |

2016 Paid Real Estate

OFFICE
(850) 438-6500
Ext. 3252

DORMER TERESA M 3.333% INT
SOUTHERN RICHARD 16.666 % INT
2614 S STRATHFORD LN
KINGWOOD, TX 77345

4224 CREIGHTON RD

BEG AT SE COR OF LT 1 ELY ON A
STRAIGHT LI 172 FT TO PUBLI
See Additional Legal on Tax Roll

AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIED |
|---|---|---|---|---|---|
| COUNTY | 6.6165 | 44,346 | 0 | 44,346 | 293.42 |
| PUBLIC SCHOOLS | | | | | |
| BY LOCAL BOARD | 2.2100 | 44,346 | 0 | 44,346 | 98.00 |
| BY STATE LAW | 4.6660 | 44,346 | 0 | 44,346 | 206.92 |
| WATER MANAGEMENT | 0.0366 | 44,346 | 0 | 44,346 | 1.62 |
| SHERIFF | 0.6850 | 44,346 | 0 | 44,346 | 30.38 |
| M.S.T.U. LIBRARY | 0.3590 | 44,346 | 0 | 44,346 | 15.92 |

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

TOTAL MILLAGE 14.5731 AD VALOREM TAXES $646.26

NON-AD VALOREM ASSESSMENTS

| LEVYING AUTHORITY | | RATE | AMOUNT |
|---|---|---|---|
| FP FIRE PROTECTION | 850-595-4960 | | 125.33 |

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

NON-AD VALOREM ASSESSMENTS $125.33

COMBINED TAXES AND ASSESSMENTS $771.59 PAY ONLY ONE AMOUNT See reverse side for important information

| If Paid By | Nov 30, 2016 | | | | |
|---|---|---|---|---|---|
| Please Pay | $0.00 | | | | |

AMOUNT DUE IF PAID BY

**SCOTT LUNSFORD, 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 |
|---|---|---|---|---|
| 01-1206-000 | | SEE ABOVE | 06 | 091S293001014001 |

2016 Paid Real Estate

4224 CREIGHTON RD

DORMER TERESA M 3.333% INT
SOUTHERN RICHARD 16.666 % INT
2614 S STRATHFORD LN
KINGWOOD, TX 77345

BEG AT SE COR OF LT 1 ELY ON A STRAIGHT
LI 172 FT TO PUBLI
See Additional Legal on Tax Roll

RETURN

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

| If Paid By | Nov 30, 2016 | | | | |
|---|---|---|---|---|---|
| Please Pay | $0.00 | | | | |

RETURN WITH PAYMENT

Paid By
Paid 11/16/2016 Receipt # 187-16-00258288 $740.73 Effective Date 11/14/2016

DO NOT FOLD, STAPLE, OR MUTILATE

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

**General Information**

| | |
|---|---|
| **Reference:** | 091S293001014001 |
| **Account:** | 011206000 |
| **Owners:** | DORMER TERESA M 3.333% INT<br>SOUTHERN RICHARD 16.666 % INT<br>MILLER JOSEPH E 3.333% INT<br>MILLER RICHARD A 3.333% INT... |
| **Mail:** | 2614 S STRATHFORD LN<br>KINGWOOD, TX 77345 |
| **Situs:** | 4224 CREIGHTON RD 32504 |
| **Use Code:** | MOBILE HOME |
| **Taxing Authority:** | COUNTY MSTU |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

**Assessments**

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2016 | $42,028 | $2,318 | $44,346 | $44,346 |
| 2015 | $42,028 | $2,044 | $44,072 | $25,820 |
| 2014 | $53,249 | $1,815 | $55,064 | $25,616 |

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 06/28/2016 | 7549 | 682 | $100 | CJ | View Instr |
| 05/1995 | 3774 | 717 | $100 | WD | View Instr |
| 01/1971 | 562 | 624 | $100 | QC | View Instr |

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

**2016 Certified Roll Exemptions**
None

**Legal Description**
BEG AT SE COR OF LT 1 ELY ON A STRAIGHT LI 172 FT TO PUBLIC RD FOR POB WLY ON LI LAST TRAVERSED 135 FT N 140...

**Extra Features**
METAL BUILDING

**Parcel Information**

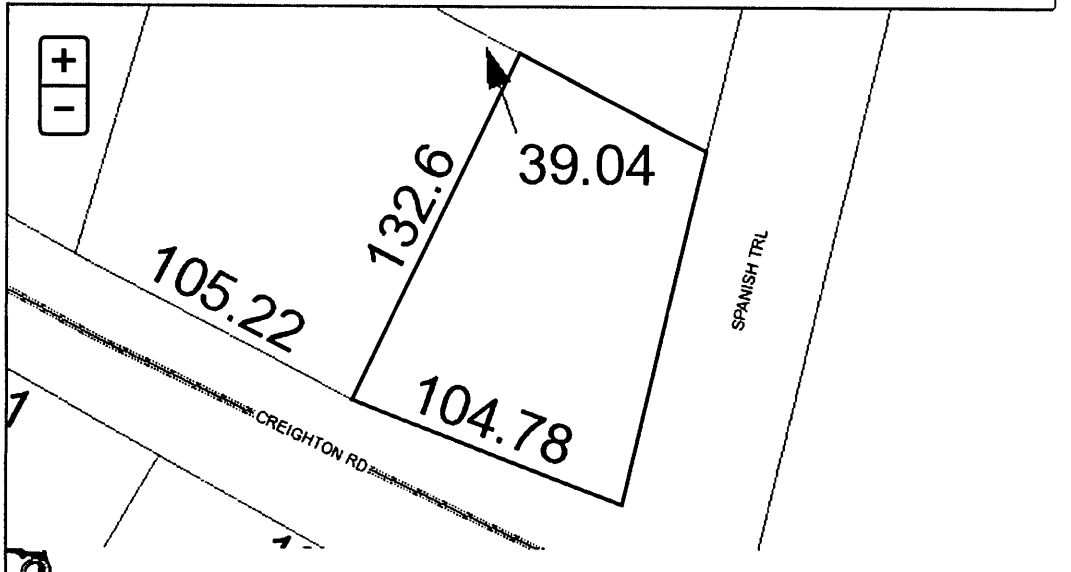
Launch Interactive Map

**Section Map Id:**
09-1S-29-2

**Approx. Acreage:**
0.2530

**Zoned:**
HC/LI

**Evacuation & Flood Information**
Open Report

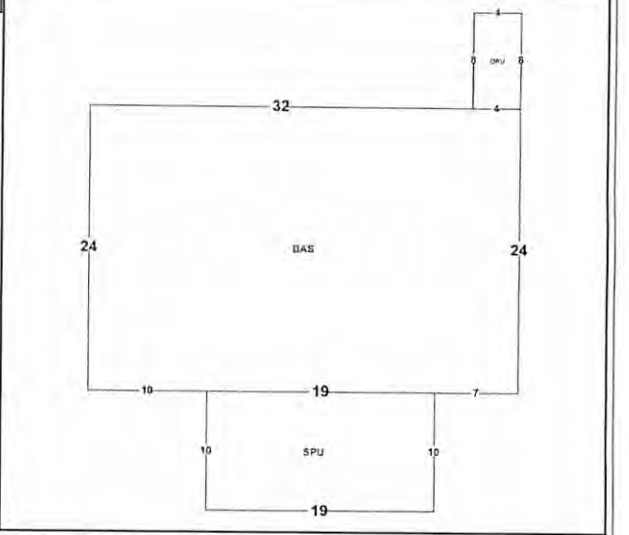



View Florida Department of Environmental Protection(DEP) Data

**Buildings**

Address:4224 CREIGHTON RD, Year Built: 1978, Effective Year: 1978

| Structural Elements |
|---|
| **DWELLING UNITS**-*1* |
| **MH EXTERIOR WALL**-*VINYL/METAL* |
| **MH FLOOR FINISH**-*CARPET* |
| **MH FLOOR SYSTEM**-*TYPICAL* |
| **MH HEAT/AIR**-*HEAT & AIR* |
| **MH INTERIOR FINISH**-*PANEL PLYWOOD* |
| **MH MILLWORK**-*TYPICAL* |
| **MH ROOF COVER**-*METAL* |
| **MH ROOF FRAMING**-*FLAT/SHED* |
| **MH STRUCTURAL FRAME**-*TYPICAL* |
| **NO. PLUMBING FIXTURES**-*6* |
| **NO. STORIES**-*1* |
| **STORY HEIGHT**-*0* |




| Areas - 1086 Total SF |
|---|
| **BASE AREA** - *864* |
| **OPEN PORCH UNF** - *32* |
| **SCRN PORCH UNF** - *190* |

Images

5/22/13

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Korina Lynn Heal, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

Begin at the Southeast corner of Lot 1 Subdivision of the Pensacola Tar and Turpentine Company's Addition to Gull Point, Fla. Thence run Easterly on a continuation of South line of said Lot 1 172 feet for starting point, thence run Westerly on line last traversed a distance of 210 feet, thence at right angles to South line of Lot 1 in a Northerly direction 210 feet, thence at right angles in an Easterly direction to Public Road, thence Southeasterly on Road to point of beginning. The above described property being in Section (9) Nine, Township (1) One South, Range (29) Twenty-Nine West. Book 118/69.

Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 8th day of March, 2017

Signed, Sealed in our presence:

Witness

Korina Lynn Heal
Principal

Witness Printed Name Aaron Taylor

Witness

Witness Printed Name Karon Musemeche

State of: Louisiana, County of: East Baton Rouge

The foregoing instrument Acknowledged before me this 8th day of March, 2017 by Korina Lynn Heal who is personally known to me or who produced Louisiana State Driver's License as identification.

(Seal)

Tessa Perry #131981
Notary Public
My Commission Expires: Lifetime
Tessa Perry

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Richard Southern, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

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The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 21 day of Nov., 2016.

Signed, Sealed in our presence:

Michelle Jones
Witness

Witness Printed Name Michelle Jones

James Jones
Witness

Witness Printed Name JAMES JONES

X Richard Southern
Principal

State of: Florida, County of: Escambia

The foregoing instrument Acknowledged before me this 21 day of Nov 2016 by _____ who is personally known to me or who produced _____ as identification.

(Seal)

Notary Public
My Commission Expires: _____

Donna J. Motika
Notary Public - State of Florida
Commission # FF 34028
Commission Expires 09/25/17

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Teresa M. Dormer, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 9 day of December, 2017.

Signed, Sealed in our presence:

Dorine Ciotti
Witness

Witness Printed Name DORINE CIOTTI

Teresa M Dormer
Principal

George A Ciotti
Witness

Witness Printed Name GEORGE A. CIOTTI

State of: Texas, County of: Harris

The foregoing instrument Acknowledged before me this 9 day of 12 2017 by Monica Reese who is personally known to me or who produced Drivers license as identification.

(Seal)

MONICA DESHONE REESE
Notary Public, State of Texas
Comm. Expires 07-01-2020
Notary ID 130724287

Monica Reese
Notary Public
My Commission Expires: 07/01/2020

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Joseph E. Miller, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint **Douglas E Dormer**, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 1st day of December, 2016

Signed, Sealed in our presence:

Jamie M Brown
Witness

Joseph E. Miller
Principal

Witness Printed Name Jamie M Brown

Witness

Witness Printed Name Jeannie Saffold

State of: Florida, County of: Escambia

The foregoing instrument Acknowledged before me this 1st day of December, 2016 by Joseph E. Miller who is personally known to me or who produced FLDL M460-485-52-169-0 as identification.

(Seal)

JENNIFER ALVAREZ
Notary Public-State Of FL
Comm. Exp. November 5, 2017
Comm. No. FF 68464

Jennifer Alvarez
Notary Public
My Commission Expires: 11/5/2017

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Richard Allen Miller, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint **Douglas E Dormer**, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

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IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 24 day of March, 2017

Signed, Sealed in our presence:

Witness

Witness Printed Name John C. Petty

Witness

Witness Printed Name Shannon Lawsma

Principal Richard Allen Miller

State of: Florida, County of: Escambia

The foregoing instrument Acknowledged before me this 24 day of March, 2017 by Richard Miller who is personally known to me or who produced FL. DL. M460-741-53-288-0 as identification.

(Seal)

Kelly Wulzer
*Notary Public, State of Florida*
Comm. Expires Nov. 13, 2017
Comm. No. FF70197

**Notary Public**
**My Commission Expires:** 11/13/2017

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Stephen Joseph Miller Stephen J. Miller, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

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IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 24 day of March, 2017

Signed, Sealed in our presence:

William Isaac
Witness

Witness Printed Name William Isaac

Jennifer Ross
Witness

Witness Printed Name Jennifer P. Ross

Stephen J Miller
Principal

Stephen Joseph Miller

State of: Florida, County of: Escambia

The foregoing instrument Acknowledged before me this 24 day of March 2017 by Stephen Joseph Miller Stephen J Miller who is personally known to me or who produced Florida Driver License as identification.

(Seal)

Janet Lynn Weston
Notary Public
State of Florida
My Commission Expires 01/25/2018
Commission No. FF 70238

Janet Lynn Weston
Notary Public
My Commission Expires:

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, EVELYN MILLER, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint **Douglas E Dormer**, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 13 day of January, 2017

Signed, Sealed in our presence:

Witness

Witness Printed Name Charles B. Christian

Witness

Witness Printed Name René Castle

Principal

State of: Florida, County of: Okaloosa

The foregoing instrument Acknowledged before me this 13 day of January by Evelyn Miller who is personally known to me or who produced FL License as identification.

(Seal)

LUCY A CATO
MY COMMISSION #FF067269
EXPIRES October 30, 2017
(407) 398-0153 FloridaNotaryService.com

Notary Public
My Commission Expires: October 30, 2017

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Paul R. Montalvo, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

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IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 1st day of December, 2016

Signed, Sealed in our presence:

David A. Delegal
Witness

Paul R Montalvo
Principal

Witness Printed Name David A. Delegal

Cynthia L. Montalvo
Witness

Witness Printed Name Cynthia L. Montalvo

State of: Alabama, County of: Mobile

The foregoing instrument Acknowledged before me this 1st day of December 2016 by Paul R. Montalvo who is personally known to me or who produced _____ as identification.

(Seal)

Laura Gay Delegal
Notary Public
My Commission Expires: 05/24/20

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Jane M Curtis, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

Begin at the Southeast corner of Lot 1 Subdivision of the Pensacola Tar and Turpentine Company's Addition to Gull Point, Fla. Thence run Easterly on a continuation of South line of said Lot 1 172 feet for starting point, thence run Westerly on line last traversed a distance of 210 feet, thence at right angles to South line of Lot 1 in a Northerly direction 210 feet, thence at right angles in an Easterly direction to Public Road, thence Southeasterly on Road to point of beginning. The above described property being in Section (9) Nine, Township (1) One South, Range (29) Twenty-Nine West. Book 118/69.

Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 6th day of December, 2016

Signed, Sealed in our presence:

David K Curtis
Witness

Jane M. Curtis
Principal

Witness Printed Name David K. Curtis

Marian T. Hearn
Witness

Witness Printed Name MARIAN T. HEARN

State of: Alabama, County of: Clarke

The foregoing instrument Acknowledged before me this 6th day of December, 2016 by Jane M Curtis who is personally known to me or who produced _____ as identification.

(Seal)

Virginia Barwick
Notary Public
My Commission Expires: 11-3-2017

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Ted E. Montalvo, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

Begin at the Southeast corner of Lot 1 Subdivision of the Pensacola Tar and Turpentine Company's Addition to Gull Point, Fla. Thence run Easterly on a continuation of South line of said Lot 1 172 feet for starting point, thence run Westerly on line last traversed a distance of 210 feet, thence at right angles to South line of Lot 1 in a Northerly direction 210 feet, thence at right angles in an Easterly direction to Public Road, thence Southeasterly on Road to point of beginning. The above described property being in Section (9) Nine, Township (1) One South, Range (29) Twenty-Nine West. Book 118/69.

Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 6th day of December, 2016.

Signed, Sealed in our presence:

Witness

Witness Printed Name Carolyn Browning

Witness

Witness Printed Name Trina A. Brownlee

Ted E. Montalvo
Principal

State of: Alabama, County of: Mobile

The foregoing instrument Acknowledged before me this 6th day of December 2016 by Ted E. Montalvo who is personally known to me or who produced Alabama Driver license as identification.

(Seal)

TRINA BROWNLOW
MY COMMISSION EXPIRES
April 3, 2018
NOTARY PUBLIC
STATE OF ALABAMA

Notary Public
My Commission Expires: April 3, 2018

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Dina M. King, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

Begin at the Southeast corner of Lot 1 Subdivision of the Pensacola Tar and Turpentine Company's Addition to Gull Point, Fla. Thence run Easterly on a continuation of South line of said Lot 1 172 feet for starting point, thence run Westerly on line last traversed a distance of 210 feet, thence at right angles to South line of Lot 1 in a Northerly direction 210 feet, thence at right angles in an Easterly direction to Public Road, thence Southeasterly on Road to point of beginning. The above described property being in Section (9) Nine, Township (1) One South, Range (29) Twenty-Nine West. Book 118/69.

Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 15th day of Dec, 2016

Signed, Sealed in our presence:

Wendy L. Cook
Witness

Dina M. King
Principal

Wendy L Cook
Witness Printed Name

Abby M Fitts
Witness

Abby M Fitts
Witness Printed Name

State of: Alabama, County of: Mobile

The foregoing instrument Acknowledged before me this 15th day of Dec, 16 by Haley Woodward who is personally known to me or who produced Driver's License AL 5110387 as identification.

(Seal)

Haley Woodward
Notary Public
My Commission Expires: 5/5/18

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Marjorie E. Wood, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 30TH day of NOVEMBER, 2016

Signed, Sealed in our presence:

Witness

Witness Printed Name Deb Corbett

Witness

Witness Printed Name Kristy Smith

Principal Marjorie E. Wood

State of: FLORIDA, County of: ESCAMBIA

The foregoing instrument Acknowledged before me this 30TH day of NOVEMBER 2016 by MARJORIE E. WOOD who is personally known to me or who produced FL DL# W300-542-53-567-0 as identification.

(Seal) STEPHANIE SPAR MY COMMISSION # FF023677 EXPIRES: June 3, 2017 Bonded Thru Notary Public Underwriters

Notary Public

My Commission Expires: June 3, 2017

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Charles A. Bruce, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 30TH day of NOVEMBER, 2016

Signed, Sealed in our presence:

Witness

Principal

Witness Printed Name D E Corbett

Witness

Witness Printed Name Kristy Smith

State of: FLORIDA, County of: ESCAMBIA

The foregoing instrument Acknowledged before me this 30TH day of NOVEMBER 2016 by CHARLES A. BRUCE who is personally known to me or who produced FL DL# B620-141-51-321-0 as identification.

(Seal)

STEPHANIE SPAR
MY COMMISSION # FF 023677
EXPIRES: June 3, 2017
Bonded Thru Notary Public Underwriters

Notary Public

My Commission Expires: June 3, 2017

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Evelyn Newell, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 24th day of Jan 2017

Signed, Sealed in our presence:

Robert R. Smolsnik
Witness

Evelyn Newell
Principal

Witness Printed Name Robert R. Smolsnik

Marie A Smolsnik
Witness

Witness Printed Name MARIE A Smolsnik

State of: Washington, County of: Skagit

The foregoing instrument Acknowledged before me this 24th day of January, 2017 by Evelyn Newell who is personally known to me or who produced Washington Driver's License as identification.

MITCHELL S. HASSLER NOTARY PUBLIC COMMISSION EXPIRES 04-19-2020 STATE OF WASHINGTON

(Seal)

Mitchell S. Hassler
Notary Public
My Commission Expires: 04/19/2020

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Robert R. Smolsnik, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 24 day of ~~JULY~~ JAN, 2017

Signed, Sealed in our presence:

Evelyn Newell
Witness

Robert R. Smolsnik
Principal

Witness Printed Name Evelyn Newell

Marie A Smolsnik
Witness

Witness Printed Name MARIE A. Smolsnik

State of: Washington, County of: Skagit

The foregoing instrument Acknowledged before me this 24th day of January, 2017 by ~~Evelyn Newell~~ Robert Smolsnik who is personally known to me or who produced Washington Driver's License as identification.

(Seal)

MITCHELL S. HASSLER
COMMISSION EXPIRES
NOTARY
PUBLIC
04-19-2020
STATE OF WASHINGTON

Mitchell S. Hassler
Notary Public
My Commission Expires: 04/19/2020

# SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Michael H. Smolsnik, as Principal herein, have made, constituted, and appointed, and by these presents do make, constitute and appoint Douglas E Dormer, my true and lawful attorney in fact for me and in my name, place, and stead to sell, to convey, to mortgage, or otherwise encumber, to maintain, or to dispose of, the following described property, and to execute any and all documents necessary to carry out and effectuate said acts regarding the following described real property to wit:

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682), PROPERTY ADDRESS: 4224 Creighton Rd, Pensacola, FL 32504

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Such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out and effectuate the purposes herein expressed, and as Principal herein I hereby give and grant unto my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to carry out and effectuate the aforementioned acts regarding the above described property as fully, and to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

The powers granted herein shall remain in full force and effect for 2 (two) years from the date of this instrument or until such time as a document terminating these powers is recorded in the Public Records of Escambia County, Florida, whichever event is the first to occur. I agree the net proceeds of the sale to be disbursed to each heir per their ownership interests in the homestead property as determined by the court and recorded in the public records.

IN WITNESS WHEREOF, I have hereunto set forth my hand and seal this 21 day of Dec.,

Signed, Sealed in our presence:

Witness

Witness Printed Name Eugenia Potter

Witness

Witness Printed Name Sydna J Hagen

Principal

State of: Washington, County of: Skagit

The foregoing instrument Acknowledged before me this 21 day of December by Michael Smolsnik who is personally known to me or who produced Washington State Drivers License as identification.

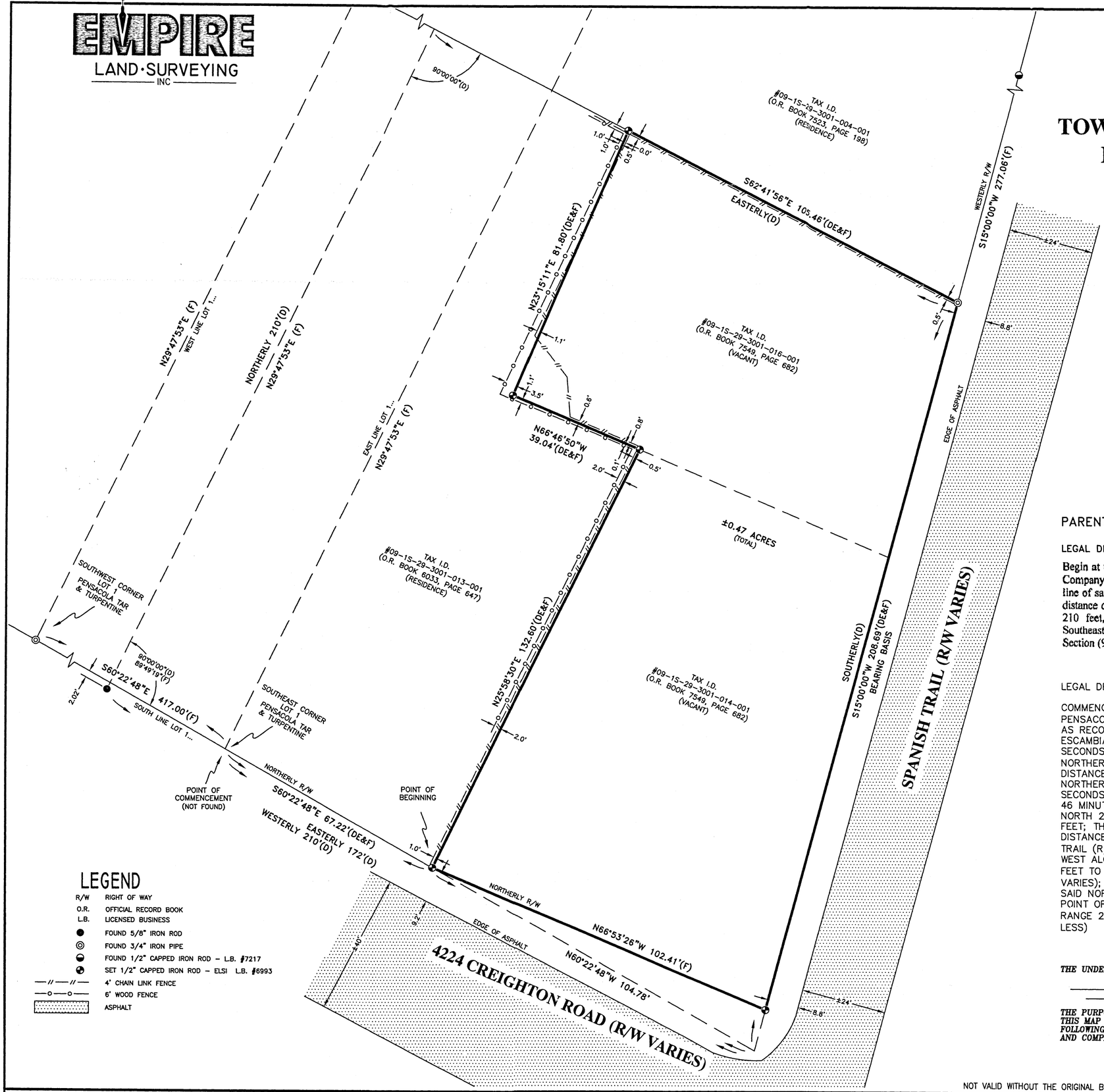
(Seal)

STATE OF WASHINGTON KATHRYN DEPIRO NOTARY PUBLIC COMMISSION EXPIRES 6-27-20

Notary Public

My Commission Expires: 6/27/2020

# BOUNDARY SURVEY
## 4224 CREIGHTON ROAD
## A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA




## LEGEND

| | |
|---|---|
| R/W | RIGHT OF WAY |
| O.R. | OFFICIAL RECORD BOOK |
| L.B. | LICENSED BUSINESS |
| ● | FOUND 5/8" IRON ROD |
| ◎ | FOUND 3/4" IRON PIPE |
| ◒ | FOUND 1/2" CAPPED IRON ROD – L.B. #7217 |
| ◕ | SET 1/2" CAPPED IRON ROD – ELSI L.B. #6993 |
| —//—//— | 4' CHAIN LINK FENCE |
| —o—o— | 6' WOOD FENCE |
| ▭ | ASPHALT |

PARENT PARCEL

LEGAL DESCRIPTION: (O.R. BOOK 7549, PAGE 682)

Begin at the Southeast corner of Lot 1 Subdivision of the Pensacola Tar and Turpentine Company's Addition to Gull Point, Fla. Thence run Easterly on a continuation of South line of said Lot 1 172 feet for starting point, thence run Westerly on line last traversed a distance of 210 feet, thence at right angles to South line of Lot 1 in a Northerly direction 210 feet, thence at right angles in an Easterly direction to Public Road, thence Southeasterly on Road to point of beginning. The above described property being in Section (9) Nine, Township (1) One South, Range (29) Twenty-Nine West. [Book 118/69]

LEGAL DESCRIPTION: (PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 SUBDIVISION OF THE PENSACOLA TAR AND TURPENTINE COMPANY'S ADDITION TO GULL POINT, FLORIDA, AS RECORDED IN DEED BOOK 59, PAGE 380, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 60 DEGREES 22 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF CREIGHTON ROAD (R/W VARIES) FOR A DISTANCE OF 67.22 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE GO NORTH 25 DEGREES 58 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 132.60 FEET; THENCE NORTH 66 DEGREES 46 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 39.04 FEET; THENCE GO NORTH 23 DEGREES 15 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 81.80 FEET; THENCE GO NORTH 62 DEGREES 41 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 105.46 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SPANISH TRAIL (R/W VARIES); THENCE GO SOUTH 15 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 208.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CREIGHTON ROAD (R/W VARIES); THENCE GO NORTH 66 DEGREES 53 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 102.41 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA. (CONTAINING 0.47 ACRES MORE OR LESS)

*THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:*

_____ _____

_____ _____

*THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:*

ESTATE OF JACK SMITH SOUTHERN

CLIENT: ESTATE OF JACK SMITH SOUTHERN

BEARING BASIS: S15°00'00"W WESTERLY R/W (ASSUMED)

TYPE OF SURVEY: BOUNDARY

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEEDS OF RECORD
PLAT RECORDED IN:
PRIOR SURVEYS/DRAWINGS

*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); Description = (DE); 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, or 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.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


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)\229-16.dwg, 10/10/2016 8:10:23 AM

| REVISIONS | FIELD BOOK | DATE |
|---|---|---|
| | | |
| | | |
| | | |

POSSIBLE ENCROACHMENTS: FENCES

**SURVEYORS CERTIFICATE**

*I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.*

OCTOBER 7, 2016 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA — DATE

| | |
|---|---|
| SCALE: | 1" = 20' |
| FIELD DATE: | 9/26/16 |
| ORDER NO: | 229-16 |
| FIELD BOOK: | 177/20 |

**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:June 21, 2017**

**RE:** **Transportation & Traffic Operations (TTO) Comments – Z-2017-08**

TTO Staff has reviewed the Rezoning Case (Z)-2017-08, 4200 Block Spanish Trail and 4422 Creighton Road, agenda item for the upcoming Planning Board meeting scheduled for July 11, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in the County's Capital Improvement Program within the vicinity of the subject parcel. At this time, TTO has no immediate comments for the proposed rezoning request.

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

Prepared by and Return to:
Kerry Anne Schultz, Esq.
Fountain, Schultz & Associates, P.L.
2045 Fountain Professional Ct., Suite A
Navarre, Florida 32566
(850) 939-3535

## SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **KERRY ANNE SCHULTZ**, whose mailing address is 2045 Fountain Professional Court, Suite A, Navarre, Florida 32566, has made, constituted and appointed, and by these presents do make constitute and appoint, **SCOTT C. BRIDGFORD**, whose mailing address is 2045 Fountain Professional Court, Suite A, Navarre, Florida 32566, my lawful attorney for me in my name, place and stead, to do all acts desirable or necessary as my attorney-in-fact shall in his sole judgment deem advisable and necessary for the sole purpose of completing a presentation to the Planning Board and the Board of County Commissioners to request a rezoning for properties with a reference number of 09-1S-29-3001-016-001 and 09-1S-29-3001-014-001. This Specific Power of Attorney is granted on this 1st day of July, 2017, and is effective until the Board of County Commissioner or the Board of Adjustment has rendered a decision on this request and any appeal period has expired.

I grant unto said attorney-in-fact specific and full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in or about the premises as fully, and with all intents and purposes, as I might do if personally present, with full power of substitution and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done pursuant to the provision of the referenced contract relating to the sale of real property. Such power shall include the right to execute said document, the power to execute, acknowledge and deliver said application. This power of attorney shall not be affected by the disability, incompetency or incapacity of the principals in accordance with State law.

This power of attorney is given solely for the purpose as set forth above and shall cease and terminate and be void thereafter without any further act from me. This power is, however, durable and shall survive my incapacity.

IN WITNESS WHEREOF, I have set my hand and seal this 1st day of July, 2017.

*Signed, sealed and delivered in the presence of:*

WITNESSES:

Print Name: Kinie Watford

Print Name: Allison Cosenza

KERRY ANNE SCHULTZ

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 1st day of July 2017, by **KERRY ANNE SCHULTZ** who has produced a Florida driver's license as identification and has not taken an oath.

ANGELA FAULKNER
MY COMMISSION # FF 931941
EXPIRES: November 7, 2019
Bonded Thru Budget Notary Services

NOTARY PUBLIC
Commission No.:
My Commission Expires:

# 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:** 7-10-17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2017-08

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: Scott Bridgford

*Address: 2045 Fountain Prof. Ct *City, State, Zip: Navarre, FL 32566

Email Address: S.Bridgford@FountainLaw.com Phone: 850-939-3535

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.

# Z-2017-09

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

---

CASE #: Z-2017-09

Applicant: Buddy Page, Agent for Tony Perez, Owner

Address: 703 Beverly Parkway

Property Size : 0.10 (+/-) acres

From: MDR, Medium Density Residential district (10 du/acre)

To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)

---

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 10th day of July 2017, commencing at approximately 9:10 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
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
ALLYSON CAIN
JUAN LEMOS

- - -

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P R O C E E D I N G S

THE CHAIRMAN: All right. Okay. We'll just keep moving, go directly into our next case, which is Z-2017-09.

Buddy Page is acting for the agent -- excuse me -- is acting as the agent for Tony Perez, 703 Beverly Parkway, .10 plus or minus acres, from MDR, Medium-Density Residential to HC/LI, Heavy Commercial and Light Industrial district.

On this case, members of the Planning Board, has there been any ex parte communication with you, the applicant, agents, attorneys witnesses, fellow Planning Board members or anyone from the general public?

Have you visited the subject property? And also, are you a business associate or relative of any of the parties?

For the Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Thank you.

Staff, was there notice of hearing sent to



all interested parties?

MS. MEADOR: Yes.

THE CHAIRMAN: All right. And was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: All right. Okay. And on this case, even though we don't have any speakers, there is one criteria that I believe the staff says it does not meet the criteria, so we would have to have an alternate finding that case.

Mr. Page, do you have any objections to the maps and photography?

MR. PAGE: No.

THE CHAIRMAN: All right. He's indicated he does not, so if we'll please bring the maps and photography up, please.

MS. CAIN: This is the 2017-10; correct?

THE CHAIRMAN: Yes.

MS. CAIN: Just looking if it's all compatible. I thought it was the other one that wasn't.

MR. RUSHING: There's one.

THE CHAIRMAN: I believe one of the Board members found one of the criteria where they

thought we would have to have a discussion on. If they're all compatible, I mean, I'm fine with the expedited format.

MR. INGWELL: Criteria D.

THE CHAIRMAN: Criteria D. Oh. Not that it wasn't compatible. I think I was just making the -- We can discuss it.

THE CHAIRMAN: Okay. We'll have to go through the whole criteria, then, if we do it that way.

MS. CAIN: That's fine.

THE CHAIRMAN: So Mr. Page has indicated he's okay with us showing the maps and photography, so go ahead and do that.

MS. CAIN: Okay. 703 Beverly Parkway, going from medium-density residential to heavy commercial, light industrial.

This is the location map showing the location on Beverly Parkway. 500-foot radius map, showing the current zoning, the MDR and surrounded by HC/LI. This is the future land use map, showing mixed-use. Existing land use map. This is the aerial photography. And the parcel in question right there on Beverly Parkway.



It's also in the community redevelopment area, Palafox. And this is our public notice sign we posted. This sign is looking east along Beverly Parkway.

Looking north across Beverly Parkway. Looking south on to the subject parcel from Beverly. Looking southeast from Beverly Parkway. Here again, another lovely day to take photographs.

Looking southwest from Beverly Parkway. Looking west along Beverly Parkway. That was it for the photographs and maps.

THE CHAIRMAN: Okay. All right. Mr. Page, if you'd come forward, please.

- - -

BUDDY PAGE, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Good morning, sir. If you'll state your name and address and be sworn in.

MR. PAGE: Good morning, Mr. Chairman. Buddy Page, 5337 Hamilton Lane in Pace, Florida. Professional Growth Management Services.

THE CHAIRMAN: Thank you, sir.



Have you received a copy of the rezoning hearing package and the staff's findings of fact?

MR. PAGE: I have.

THE CHAIRMAN: All right, sir.

Do you understand that you have the burden of providing substantial competent evidence that this rezoning is consistent with the Comprehensive Plan, 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 CHAIRMAN: All right, sir. You may proceed.

MR. PAGE: Thank you, Mr. Chairman.

In going over the findings of the staff, I thought, as we did earlier on in the presentation here, the earlier comments, that we were consistent with all of these.

And if it would help out, I certainly would like to go to the one where there may be some question. If we could solve that, then we certainly would adopt the findings of the staff.

THE CHAIRMAN: Okay.



Jay, I believe you said it was criteria D; is that correct?

MR. INGWELL: That's correct.

THE CHAIRMAN: Mr. Page, are you in agreement with A, B, C, E and F in this case?

MR. PAGE: I am.

THE CHAIRMAN: All right. So you're in agreement with all of those findings.

And now we're going to discuss criteria D, and we'll also hear from the staff on that.

MR. PAGE: Very good.

THE CHAIRMAN: Okay. Go ahead, sir.

MR. PAGE: Mr. Chairman, my reading of the findings of the staff is that it is consistent with the intent and the purposes of the Land Development Code.

The zoning that we saw earlier and we see in the overhead here shows that there is HC/LI to the east and to the west of this particular site. The criteria . . . The findings of the staff seems to support that.

They also add that buffering will be required and addressed during the site review process, which we know and certainly understand, so unless the staff has some enlightenment,

we're still looking for some statement as to why it's not consistent with that item.

THE CHAIRMAN: Okay. Allyson, let's get on the record your comments on that one.

MS. CAIN: Okay. For this particular one, I think we were just trying to make note that the area surrounding the parcel, the adjacent parcel, that they had been rezoned in the past from R2 to C2 in 2004.

And then there were several other parcels in 2006 and '7 that were also rezoned to commercial or to C1, which converted to the commercial zoning with the new Land Development Code.

But the changes in the area along Beverly Parkway will be shifting as time goes on, and so this being shifting from residential to commercial, it gets into the infield development, so I was just trying to make that statement, that it was changing from more of a residential to a commercial corridor.

THE CHAIRMAN: Okay. So from the staff's perspective, does this meet the criteria for criteria D.

MS. CAIN: Yes, sir.



THE CHAIRMAN: Okay. So, in fact, all of the criteria are met.

And Mr. Page, you're in agreement with all of them being met?

MR. PAGE: I am.

THE CHAIRMAN: All right.

We just wanted to have clarification on the record. All right.

Board members, now that we have that clarification, I think we can accept the findings of fact for the case and do an expedite on it.

The Chair will accept a motion.

MR. RUSHING: So moved.

MR. INGWELL: Second.

THE CHAIRMAN: Motion and a second to accept the findings as part of this case.

Do you have any 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.



Now, the Chair will entertain a motion for recommendation for either approval or denial of the case.

MR. INGWELL: We will make motion to recommend approval.

THE CHAIRMAN: Okay. Do we have a second?

MR. FEARS: Second.

THE CHAIRMAN: Any further discussion?

(No response.)

THE CHAIRMAN: No.

All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Motion carries. Thank you, Board. A lot easier when we can do the expedited format.

(Hearing concluded at 9:25 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.

s/ David A. Deik
_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

**Planning Board-Rezoning** **7. C.**

| | |
|---|---|
| **Meeting Date:** | 07/10/2017 |
| **CASE :** | Z-2017-09 |
| **APPLICANT:** | Wiley C."Buddy" Page, Agent for Tony Perez, Owner |
| **ADDRESS:** | 703 Beverly Parkway |
| **PROPERTY REF. NO.:** | 46-1S-30-1100-018-011 |
| **FUTURE LAND USE:** | MU-U, Mixed-Use Urban |
| **DISTRICT:** | 3 |
| **OVERLAY DISTRICT:** | Palafox |
| **BCC MEETING DATE:** | 08/03/2017 |

**SUBMISSION DATA:**
**REQUESTED REZONING:**

**FROM: MDR, Medium Density Residential district (10 du/acre)**

**TO: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)**

**RELEVANT AUTHORITY:**

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

**APPROVAL CONDITIONS**

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

**Consistent with Comprehensive Plan**

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

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

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

**CPP FLU 1.5.1 New Development and Redevelopment in Built Areas**. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

**OBJ FLU 2.4.1 Community Redevelopment Strategy**. The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

**FINDINGS**

The proposed amendment to HC/LI **is consistent** with the intent and purpose of FLU category MU-U as stated in CPP FLU 1.3.1. The residential and non residential uses in the MU-U category are compatible to the residential and non-residential uses in HC/LI. The proposed development will utilize the existing roads, utilities and infrastructure that currently serve the parcel. The parcel is in the Palafox Redevelopment Area and will be required to comply with any and all standards. See the CRA memo attached.

**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.

**FLU 1.1.9 Buffering**. In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

**3-2.11(e) Location Criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development. (3) 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).

**LDC 3-2.7 . Medium Density Residential (MDR) district**

**(a) Purpose.** MDR zoning 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.

**LDC 3-2.11 Heavy commercial and light industrial**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**(b) Permitted uses**. Permitted uses within the HC/LI district are limited to the following:

**(1) Residential**. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

**(2) Retail sales**. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

**(3) Retail services**.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet

groomers, dry cleaners and tattoo parlors.
e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
i. Taxi and limousine 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.

## FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the LDC. The parcel fronts Beverly Parkway, an arterial roadway and meets the

locational criteria as stated in Section 3-2.11(e). The parcels on either side of the subject property are currently zoned HC/LI and are zoned appropriate for supporting commercial. The parcel to the east was rezoned from R-2 to C-2 in 2004. Buffering will be required and addressed during the Site Plan Review process.

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

**Compatible with surrounding uses**

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

**FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area along Beverly Parkway. Within the 500' radius area, staff observed properties with zoning districts HC/LI and MDR. The adjacent parcel to the southwest is currently zoned MDR and is also applying for a rezoning to HC/LI. While The subject property is a lot in a recorded subdivision (Wildwood), it will not intrude into the subdivision as per LDC3-2.11(e)(2)b.

**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. The adjacent parcel to the east was rezoned from R-2 to C-2 in 2004 (Z-2004-18). In 2006 & 2007, several other parcels further to the west along Beverly Parkway were rezoned to C-1, which converted to commercial (Com) with the revised LDC in 2015. The changes to the area along Beverly parkway have shifted from the residential component to commercial.

**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 due to the fact that the parcel fronts a major arterial roadway and is between two other HC/LI zoned properties. If granted this would constitute infill development.

**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.

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**Attachments**

Z-2017-09

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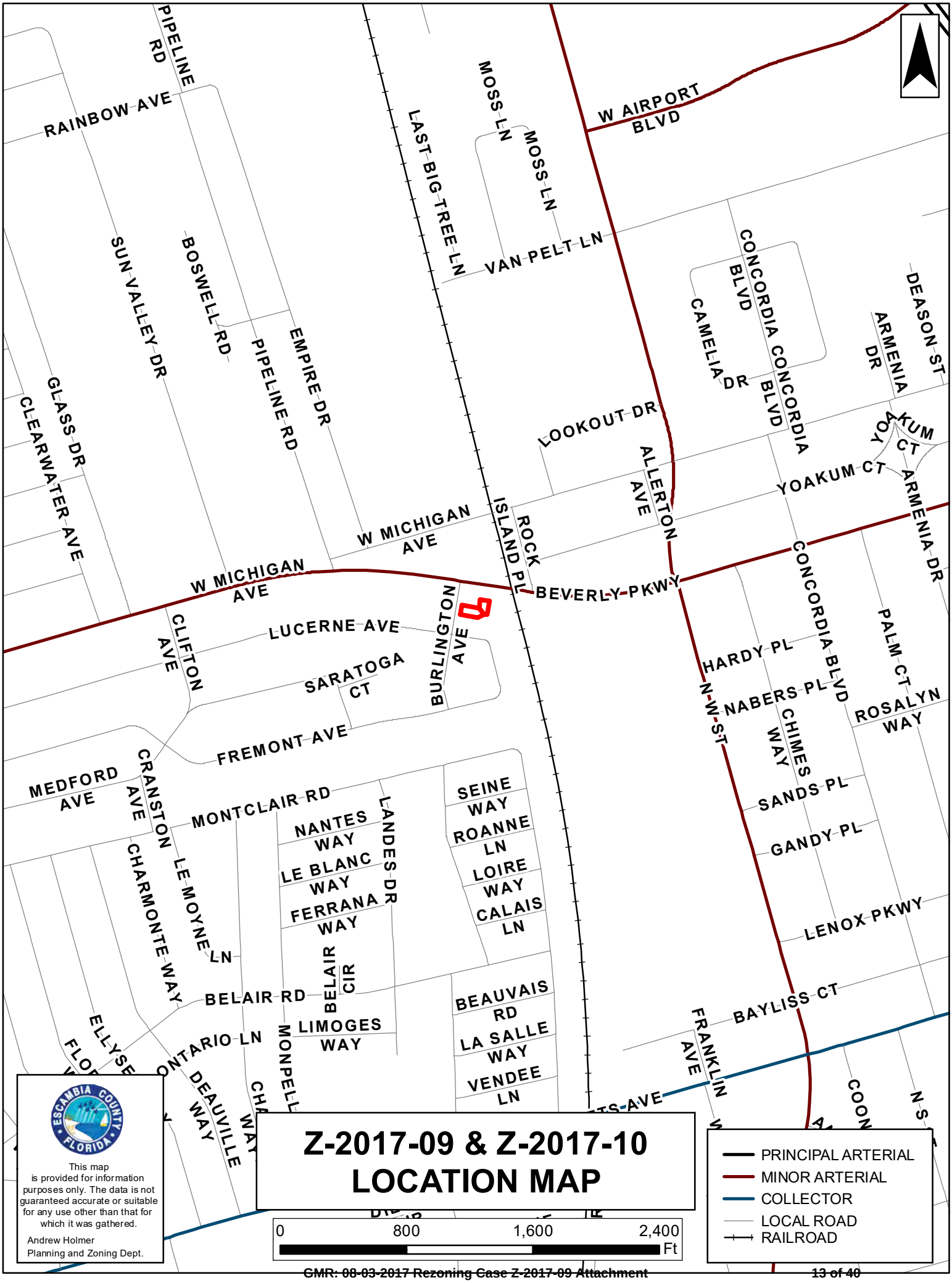


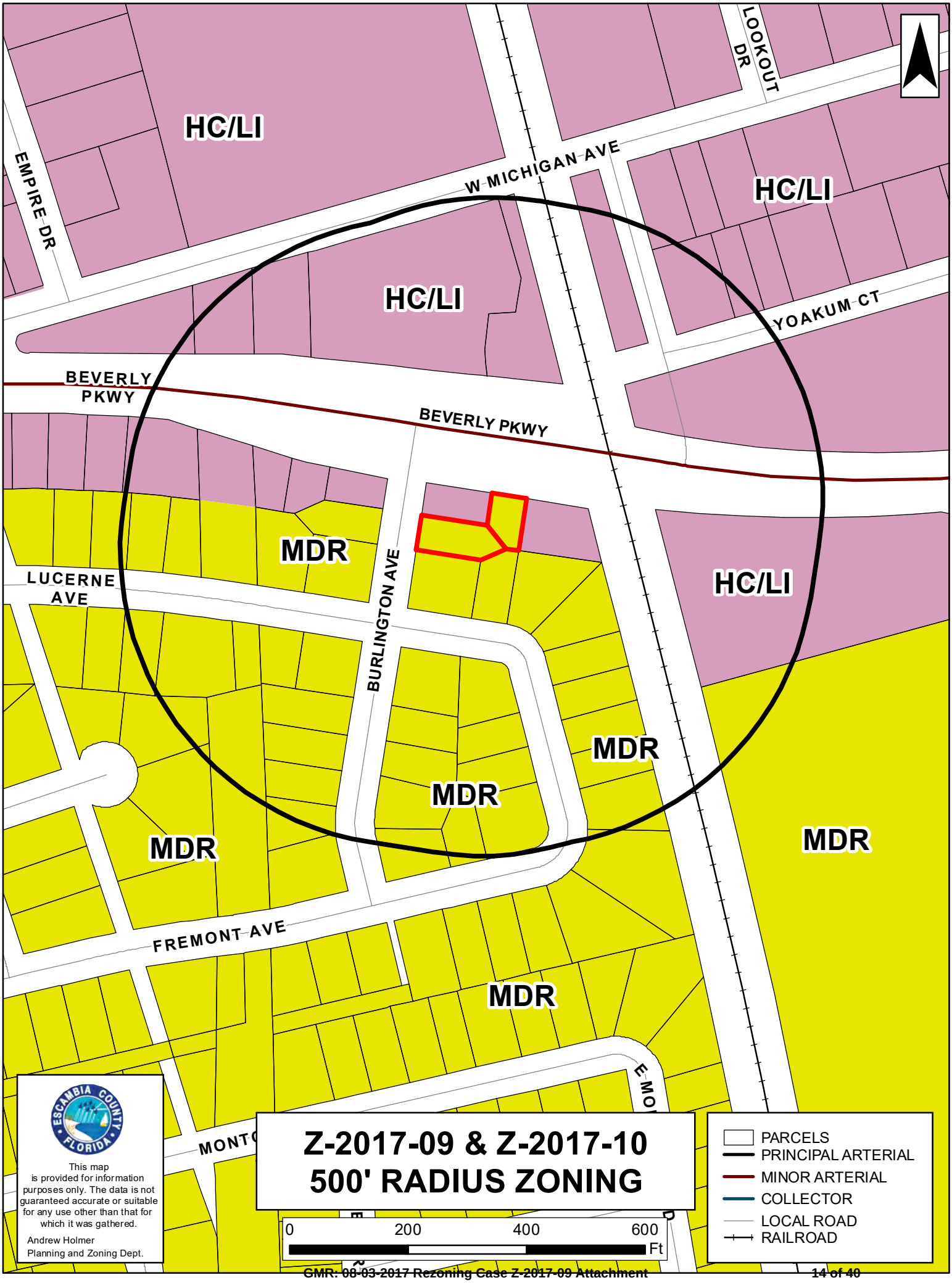

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

# Z-2017-09 & Z-2017-10
# LOCATION MAP

0 800 1,600 2,400 Ft

PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


HC/LI
HC/LI
HC/LI
HC/LI
MDR
MDR
MDR
MDR
MDR
MDR
W MICHIGAN AVE
EMPIRE DR
LOOKOUT DR
YOAKUM CT
BEVERLY PKWY
BEVERLY PKWY
LUCERNE AVE
BURLINGTON AVE
FREMONT AVE
E MO
MONT
Z-2017-09 & Z-2017-10
500' RADIUS ZONING
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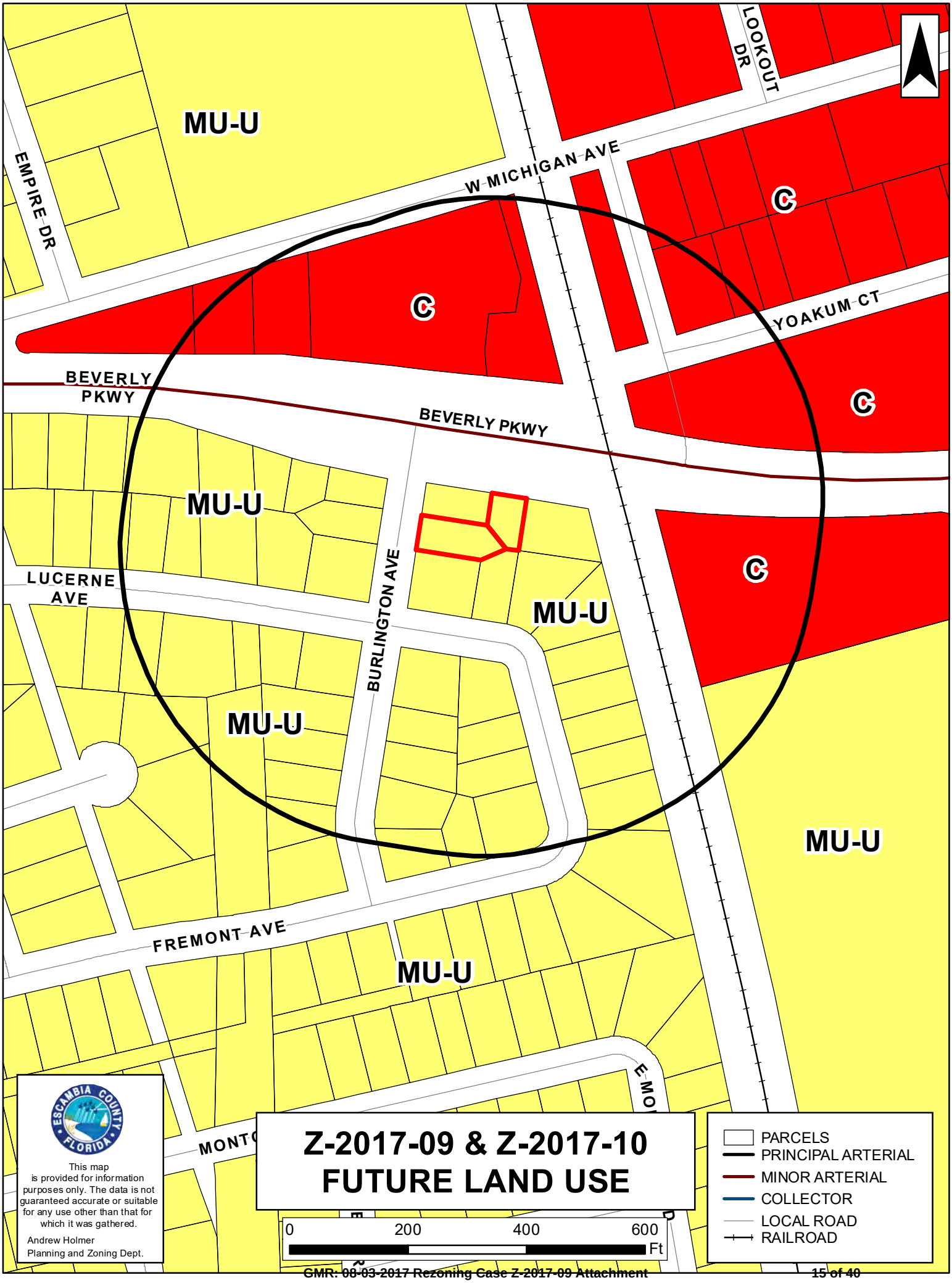
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


MU-U
C
W MICHIGAN AVE
EMPIRE DR
LOOKOUT DR
YOAKUM CT
BEVERLY PKWY
BEVERLY PKWY
LUCERNE AVE
BURLINGTON AVE
FREMONT AVE
Z-2017-09 & Z-2017-10
FUTURE LAND USE
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
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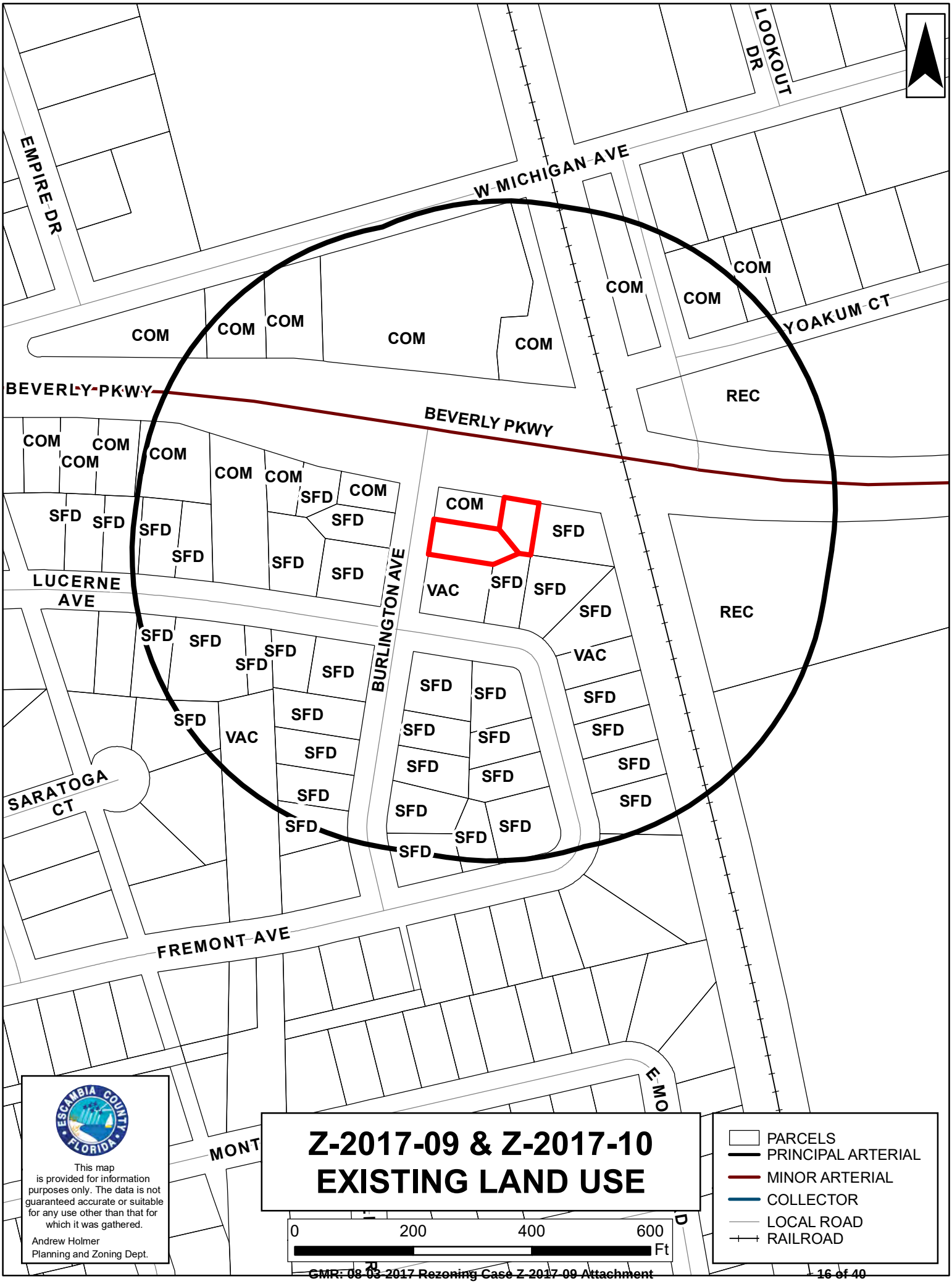
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


EMPIRE DR
W MICHIGAN AVE
LOOKOUT DR
YOAKUM CT
BEVERLY PKWY
BEVERLY PKWY
LUCERNE AVE
BURLINGTON AVE
SARATOGA CT
FREMONT AVE
COM
SFD
VAC
REC
Z-2017-09 & Z-2017-10
EXISTING LAND USE
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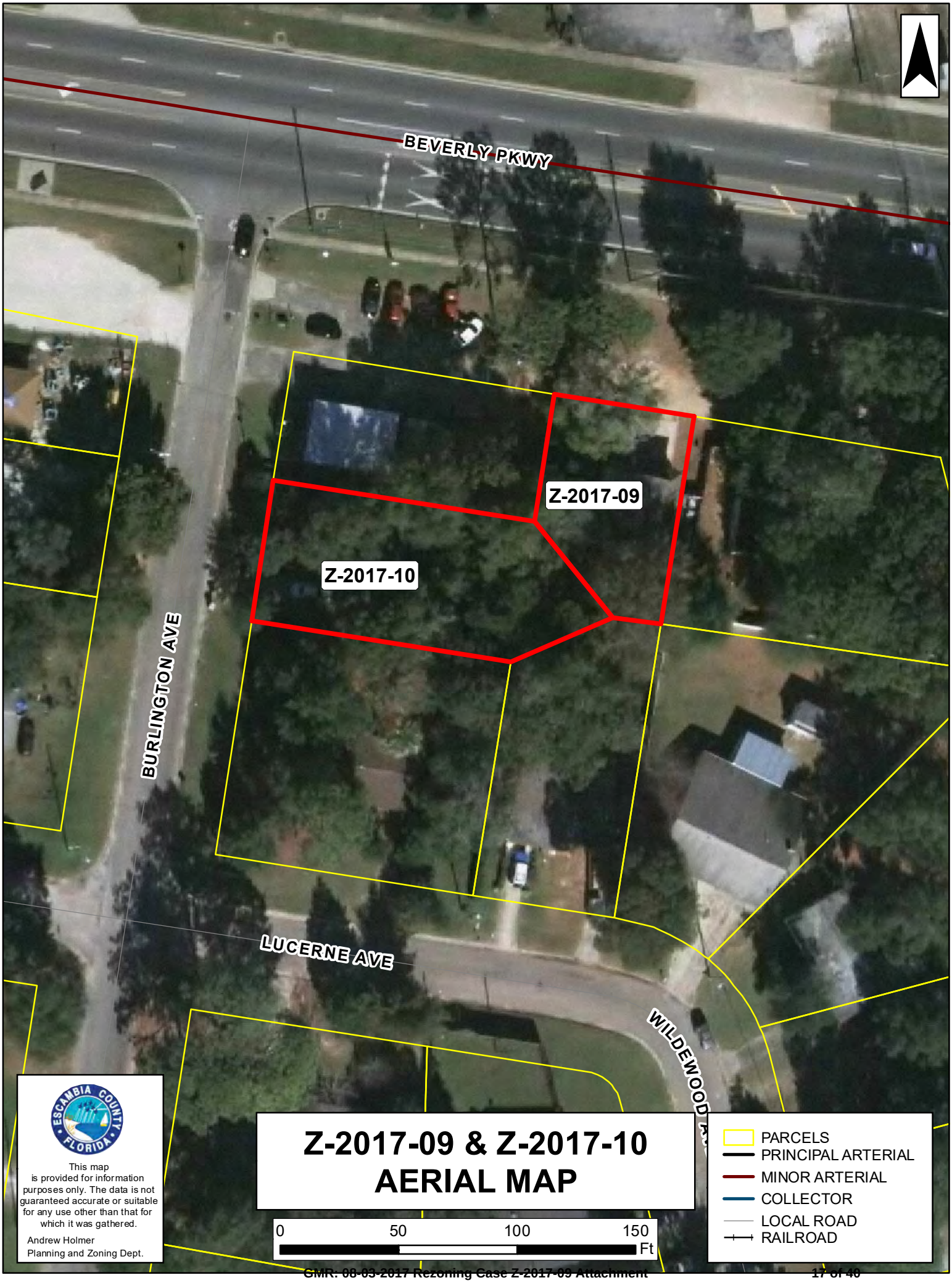
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


BEVERLY PKWY
Z-2017-09
Z-2017-10
BURLINGTON AVE
LUCERNE AVE
WILDEWOOD
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-2017-09 & Z-2017-10
AERIAL MAP
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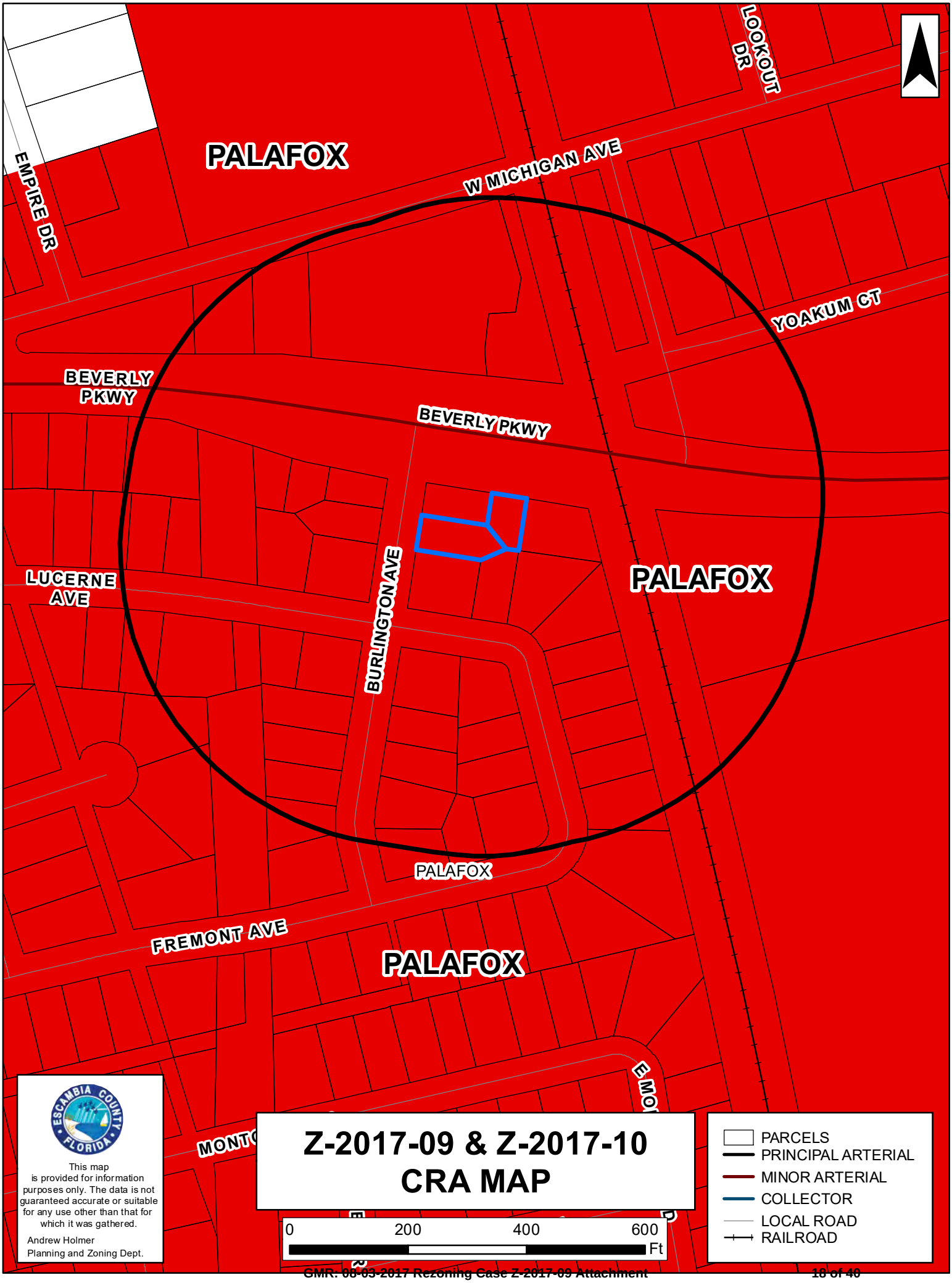
50
100
150
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


PALAFOX
EMPIRE DR
W MICHIGAN AVE
LOOKOUT DR
YOAKUM CT
BEVERLY PKWY
BEVERLY PKWY
LUCERNE AVE
BURLINGTON AVE
PALAFOX
PALAFOX
FREMONT AVE
PALAFOX
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-2017-09 & Z-2017-10
CRA MAP
0
200
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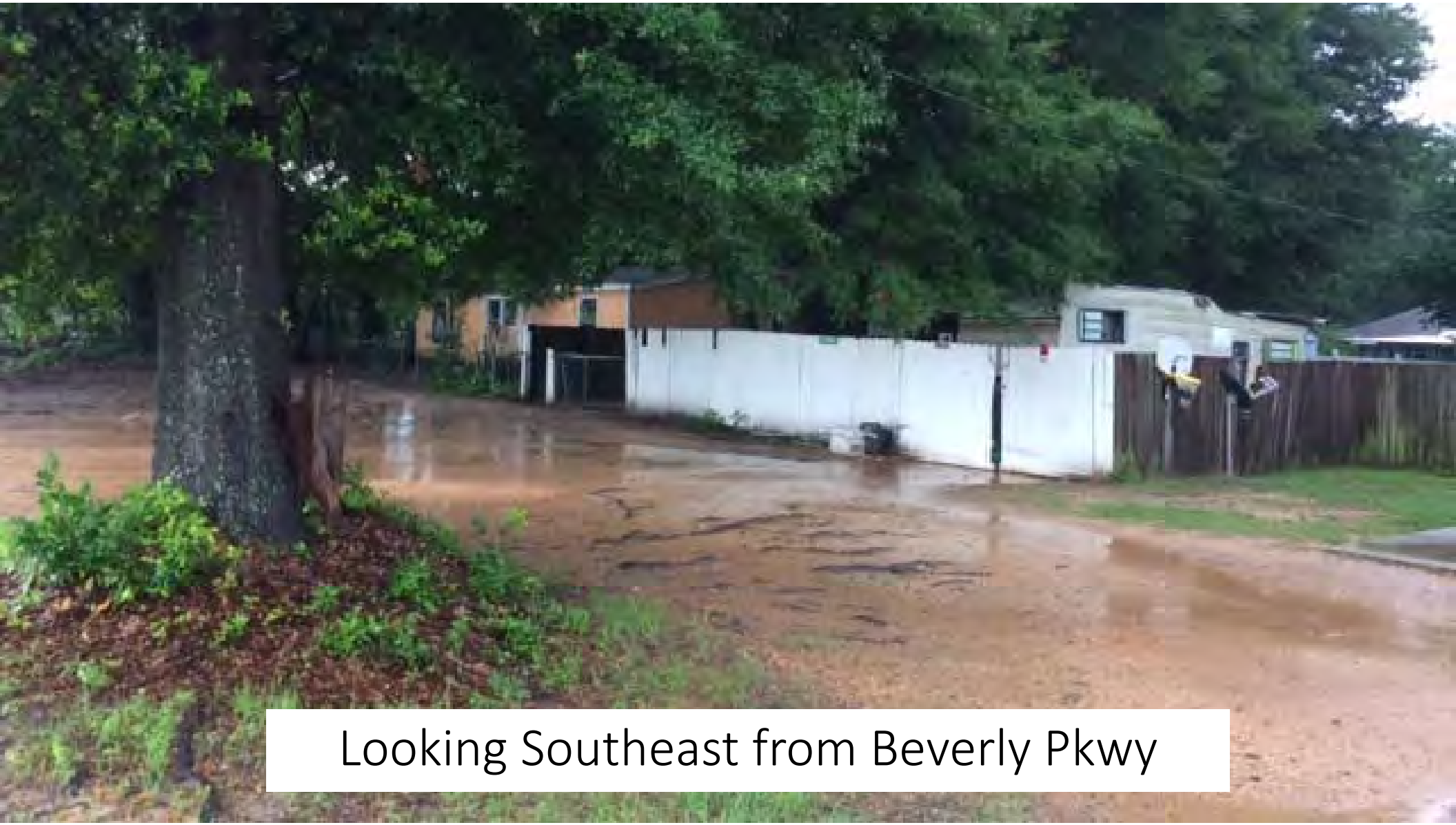
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

# Notice of Public Hearing Sign

# Looking East along Beverly Pkwy

# Looking North across Beverly Pkwy

Looking South onto subject parcel from Beverly Pkwy



Looking Southeast from Beverly Pkwy

Looking Southwest from Beverly Pkwy

# Looking West along Beverly Pkwy

PR2170500017
Z-2017-09


Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpage1@att.net


May 15, 2017
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

**RE: Rezoning Request**
**From Medium Density Residential to HC/LI**
**Parcel Number 46-1S-30-1100-018-011**
**Address: 703 Beverly Parkway**
**Owner: Erik A. Perez**

Dear Mr. Jones:

This letter together with the attached application and supporting documentation requests Planning Board consideration to change the referenced property zoning from MDR to HC/LI.

If approved, the parcel will then have the same zoning as properties located on the adjacent east and west side of the site. With regard to location criteria at LDC Sec. 3-2.11(e)(1), the attached measurement map indicates the site is located less than the maximum 1,320 feet allowed. With regard to compatibility, the request will result in adjacent zoning categories that reflect those that are currently present in the area suggesting historical compatibility.

Please contact me if you have any questions or require anything further. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

PR2 1705000 17

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-2017-09 Accepted by: AC PB Meeting: 7/11/2017

1. **Contact Information:**

   A. **Property Owner/Applicant:** Erik A. Perez

   Mailing Address: 373 Trent Street Oceanside, CA 92058

   Business Phone: _____ Cell: 850-232-9853

   Email: _____

   B. **Authorized Agent (if applicable):** Wiley C."Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: _____ Cell: 850-232-9853

   Email: budpage1@att.net

   ***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: 703 Beverly Parkway Pensacola, Florida 32505

   Parcel ID (s): 46-1S-30-1100018-011

   B. Total acreage of the subject property: 0.1066

   C. Existing Zoning: MDR

   Proposed Zoning: HC/LI

   FLU Category: MU-U

   D. Is the subject property developed (if yes, explain): Rental/Office

   E. Sanitary Sewer: [ ] Septic: [X]

## 3. Amendment Request

**A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.**

Owners owns 4 adjacent lots; two are presently zoned HC/LI; this and a second application seeks to change so that all will have the same zoning category.

**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.

The requested HC/LI zoning category is a listed and permitted use under the Mixed Use-Urban FLU thus suggesting it is consistent with the Comprehensive Plan.

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 Land Development Code category of HC/LI is currently located on both sides of Beverly Parkway indicating it is established within the area. This pre-existance in the area suggests it is consistent with purposes and intent of the LDC.

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.

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.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

**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): 46-1S-30-1100-018-011

Property Address: 703 Beverly Parkway Pensacola, Florida 52505

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 7 DAY OF April, YEAR OF 17.

| | | |
|---|---|---|
| Signature of Property Owner | Erik A. Perez<br>Printed Name of Property Owner | 4/7/17<br>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 703 Beverly Pkwy Pensacola, Florida, property reference number(s) 46-1S-30-1100-018-011 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. This Limited Power of Attorney is granted on this 7 day of April 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: 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 |
|---|---|---|
| [signature] | Erik A. Perez | 4/7/17 |
| | | |

STATE OF Texas COUNTY OF Brazos

The foregoing instrument was acknowledged before me this 7th day of April 2017, by Erik A. Perez.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: TX DL

[signature] Jennifer Nichole Price

Signature of Notary Printed Name of Notary

(Notary Seal)

JENNIFER NICHOLE PRICE
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 7/11/19
NOTARY ID 12857224-8

## 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 | Erik A. Perez<br>Printed Name Owner/Agent | 4/7/17<br>Date |
|---|---|---|
| Signature of Owner | Printed Name of Owner | Date |

STATE OF Texas COUNTY OF Brazos The foregoing instrument was acknowledged before me this 7th day of April 2017, by Erik A. Perez.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: TX DL

| Signature of Notary | Jennifer Nichole Price<br>Printed Name of Notary | (notary seal) |
|---|---|---|

JENNIFER NICHOLE PRICE
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 7/11/19
NOTARY ID 12887224-8

# Chris Jones
# Escambia County Property Appraiser



**General Information**

| | |
|---|---|
| **Reference:** | 461S301100018011 |
| **Account:** | 042376000 |
| **Owners:** | PEREZ ERIC A |
| **Mail:** | 372 TRENT ST<br>OCEANSIDE, CA 92058 |
| **Situs:** | 703 BEVERLY PKWY 32505 |
| **Use Code:** | SINGLE FAMILY RESID |
| **Taxing Authority:** | COUNTY MSTU |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

**Assessments**

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2016 | $4,500 | $50,176 | $54,676 | $54,676 |
| 2015 | $4,500 | $48,025 | $52,525 | $52,525 |
| 2014 | $4,500 | $45,852 | $50,352 | $50,352 |

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 12/30/2009 | 6545 | 1410 | $90,700 | WD | View Instr |
| 09/2003 | 5256 | 262 | $15,000 | WD | View Instr |
| 11/1995 | 3862 | 888 | $100 | WD | View Instr |
| 01/1976 | 1029 | 94 | $2,000 | WD | View Instr |
| 01/1970 | 473 | 396 | $8,600 | WD | View Instr |

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

**2016 Certified Roll Exemptions**
None

**Legal Description**
LT 18 BLK 11 WILDEWOOD PB 4 P 47/47A OR 6545 P 1410 SEC 46/10 T 1/2S R 30 LESS OR 569 P 348 RD R/W

**Extra Features**
CARPORT

**Parcel Information**

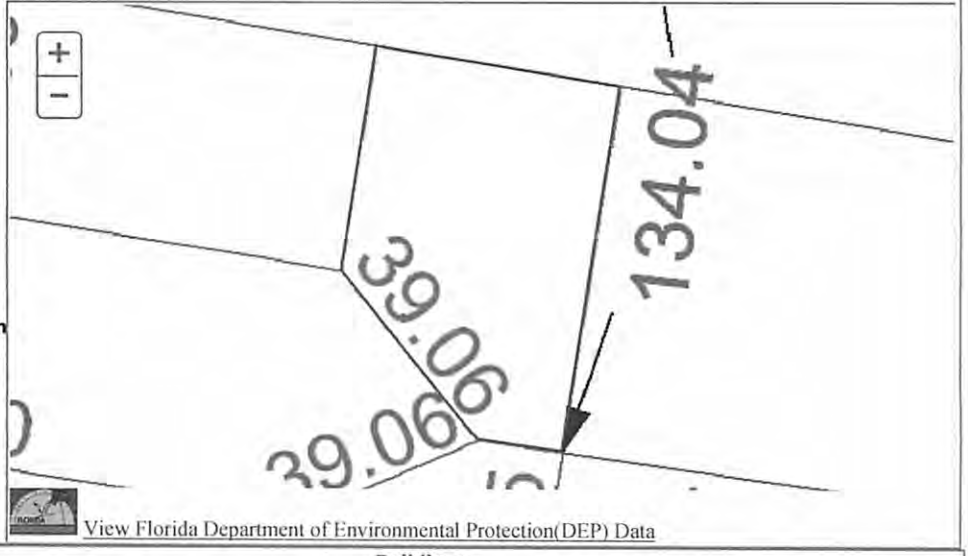
Launch Interactive Map

**Section Map Id:**
46-1S-30-2

**Approx. Acreage:**
0.1066

**Zoned:**
MDR

**Evacuation & Flood Information**
Open Report




View Florida Department of Environmental Protection(DEP) Data

**Buildings**

Address:703 BEVERLY PKWY, Year Built: 2009, Effective Year: 2009

| Structural Elements |
|---|
| **DECOR/MILLWORK**-*AVERAGE* |
| **DWELLING UNITS**-*1* |
| **EXTERIOR WALL**-*VINYL SIDING* |
| **FLOOR COVER**-*CARPET* |

Recorded in Public Records 12/30/2009 at 03:43 PM OR Book 6545 Page 1410, Instrument #2009088762, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $634.90

Prepared by:
David B. Taylor, III, Esq.
Destination Title Services, LLC
501 Commendencia Street
Pensacola, Florida 32502
File Number: 2009-00239

STATE OF FLORIDA
COUNTY OF ESCAMBIA

# General Warranty Deed

THIS DEED IS made this 30th day of December, 2009, by **Zenaida Palacios**, a married woman, whose address is 4916 Saufley Field Road, Pensacola, Florida 32526 ("Grantor"), to **Erik Adam Perez, a married man**, whose address is 372 Trent Street, Oceanside, California 92058 ("Grantee").

## WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs, successors and assigns, forever, all that certain land situate in Escambia County, Florida to-wit:

Lot 18, Block 11, Wildwood Subdivision, a subdivision of a portion of Section 46, Township 1 South, Range 30 West, and of Section 10, Township 2 South, Range 30 west, according to Plat thereof recorded in Plat Book 4, at Pages 47 and 47A , of the Public Records of Escambia County, Florida.

LESS AND EXCEPT that portion of said lot deeded for right of way in Official Records Book 569, Page 348, of the Public Records of Escambia County, Florida.

**Subject** to zoning restrictions and other requirements imposed by governmental authorities; recorded covenants, conditions and restrictions, if any; restrictions and other matters which appear on the recorded plat, if any, which includes the subject property; valid easements and mineral reservations of record affecting the subject property, which are not hereby reimposed; and ad valorem taxes for 2010 and thereafter.

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

**To Have and to Hold** the same in fee simple forever.

**Said property** is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

**And** subject to the foregoing, Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**"Grantor" and "Grantee"** are used for singular or plural, as the context requires.

Prepared by:
David B. Taylor, III, Esq.
Destination Title Services, LLC
501 Commendencia Street
Pensacola, Florida 32502
File Number: 2009-00239

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

*Signed, sealed and delivered in our presence:*

Witness Printed Name David B. Taylor III

Witness Printed Name CATHALENA BARRETT

Zenaida Palacios (Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of December, 2009, by Zenaida Palacios, who is personally known to me or has produced a current FL drivers license as identification.

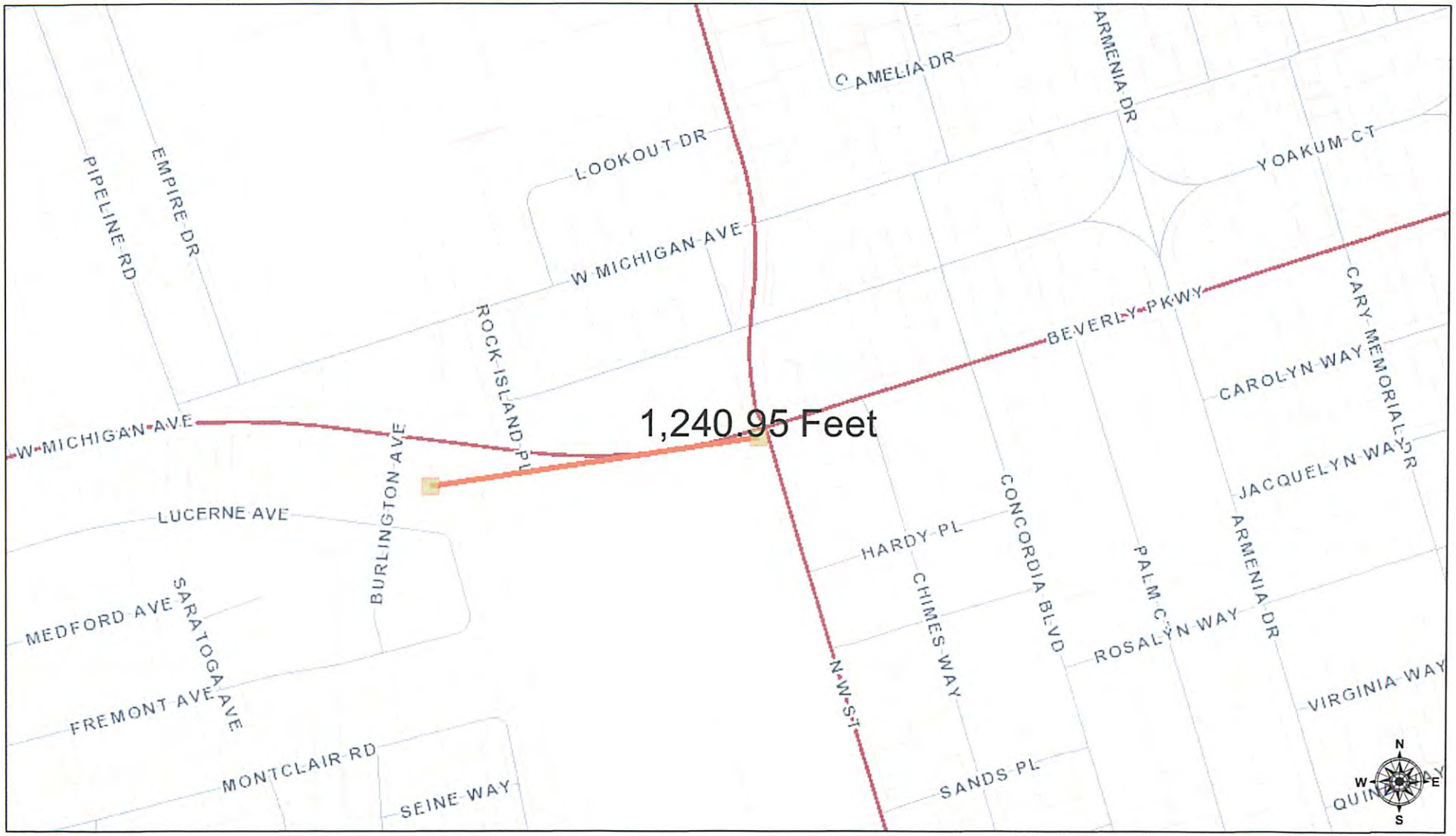
Cathalena Barrett
Notary Public-State of Florida
Comm. Exp. Aug. 18, 2013
Comm. No. DD 908926

Notary Public
Print Name: Cathalena Barrett
My Commission Expires: 8/18/2013

Parcel ID Number: 46-1S-30-1100-018-011

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

# Site to "W" St. Less Than 1,320 Feet




May 24, 2017

1:6,885

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

**pointLayer**
- Override 1

**polylineLayer**
- Override 1

**Streets**
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

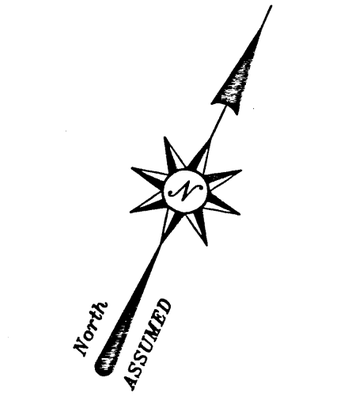
Parcels

County Outline

2017

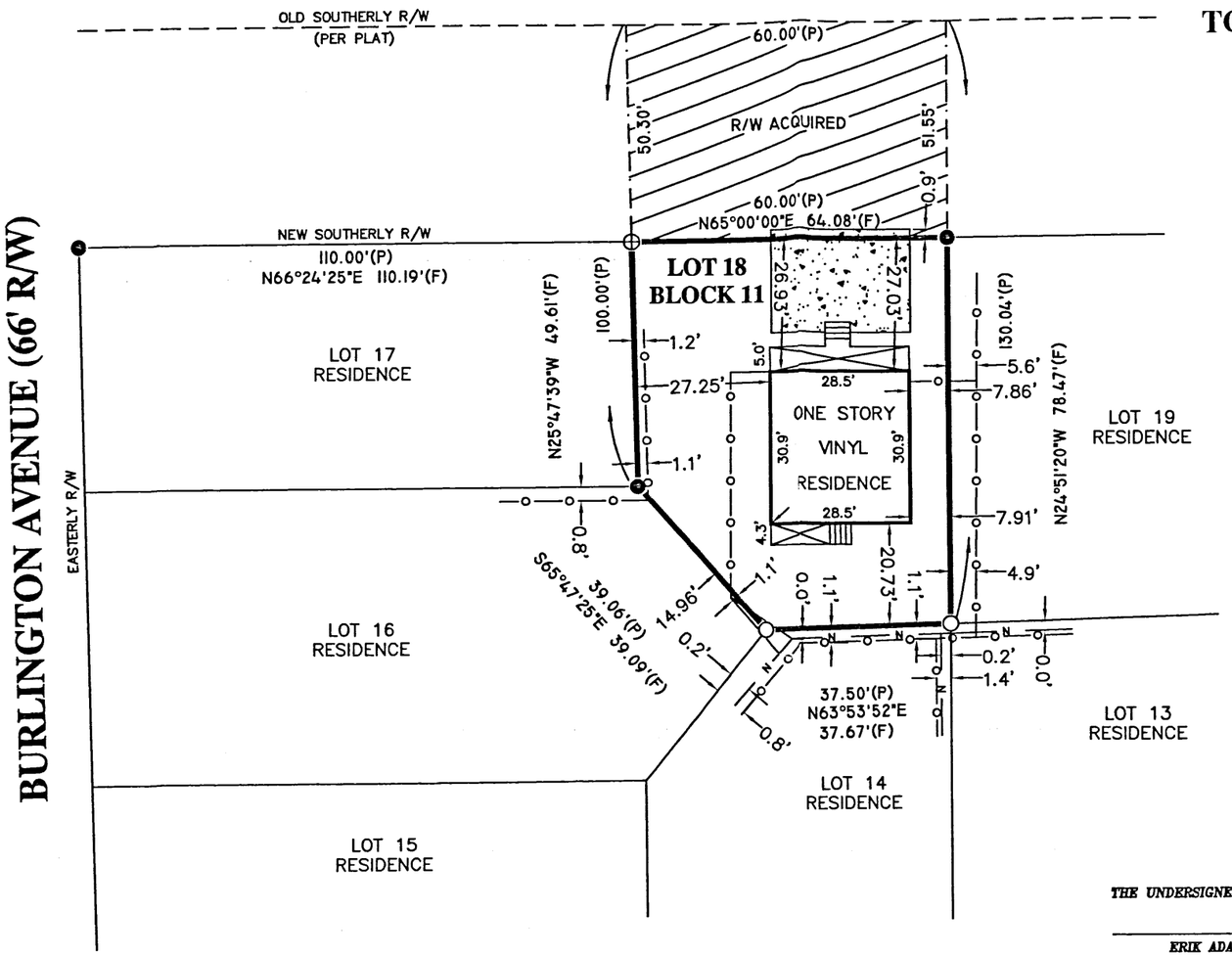
EMPIRE
LAND·SURVEYING
INC

# 703 BEVERLY PARKWAY (R/W VARIES)




0' 5' 15' 30' 60'

Scale: 1" = 30'




## LEGEND

| | |
|---|---|
| B.S.L. | BUILDING SETBACK LINE |
| R/W | RIGHT OF WAY |
| O.R. | OFFICIAL RECORD BOOK |
| —— N —— | 4' CHAIN LINK FENCE |
| —O—O— | 6' WOOD FENCE |
| | COVERED (ROOFED) AREA |
| | CONCRETE |
| ● | FOUND 1/2" IRON ROD |
| ⊕ | FOUND 1/2" CAPPED IRON ROD – #4655 |
| ○ | FOUND 1/2" CAPPED IRON ROD ILLEGIBLE |

# BOUNDARY SURVEY
## 703 BEVERLY PARKWAY
## A PORTION OF SECTION 46
## TOWNSHIP 1 SOUTH, RANGE 30 WEST
## ESCAMBIA COUNTY, FLORIDA

LEGAL DESCRIPTION (O.R. BOOK 5256, PAGE 0263)

LOT 18, BLOCK 11, WILDWOOD SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AND OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGES 47 AND 47A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SURVEYOR'S REPORT:

1.) THE NORTH ±50' OF OUR LOT 18 WAS ACQUIRED FOR R/W EXPANSION OF BEVERLY PARKWAY.

*THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:*

*ERIK ADAM PEREZ*

*THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:*

*ERIK ADAM PEREZ*

CLIENT PEREZ

SOURCE OF INFORMATION: FIELD EVIDENCE
DEEDS OF RECORD
PLAT RECORDED IN:

PRIOR SURVEYS/DRAWINGS

BASIS OF BEARING SOUTHERLY R/W BEVERLY PARKWAY N65°00'00"E (ASSUMED)

TYPE SURVEY BOUNDARY WITH IMPROVEMENTS

GENERAL NOTES:
1. Fence locations as drawn are not to scale. 1L This drawing only reflects setback lines, which appear on the recorded plat. 2L This property may also be subject to setback lines mandated by zoning.
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 hereon were not abstracted by this firm for ownership, easements, or 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.
6. No Title Search of the Public Records has been performed by this firm and lands shown hereon may be subject to setbacks, easements, zoning,and restrictions that may be found in the Public Records of said County.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


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:\Thad's Drawings\221-09-1.dwg, 3/23/2017 9:00:29 AM

| REVISIONS | FIELD BOOK | DATE |
|---|---|---|
| 1.) UPDATE | 180/46 | 3/20/17 |
| | | |
| | | |
| | | |

POSSIBLE ENCROACHMENTS: FENCES AND CONCRETE DRIVE

## SURVEYORS CERTIFICATE

*I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.*

PROFESSIONAL SURVEYOR AND MAPPER
NUMBER 5766, STATE OF FLORIDA

MARCH 23, 2017 LELAND M. EMPIE, P.S.M.
DATE

SCALE: 1"= 30'
FIELD DATE: 12/07/09
ORDER NO: 221-09-1
FIELD BOOK: 139/54

**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:June 21, 2017**

**RE:** **Transportation & Traffic Operations (TTO) Comments – Z-2017-09**

TTO Staff has reviewed the Rezoning Case (Z)-2017-09, 703 (SR296) Beverly Parkway, agenda item for the upcoming Planning Board meeting scheduled for July 11, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in the County's Capital Improvement Program or the FDOT 5-Year Work Program within the vicinity of the subject parcel.

Per the TPO's Congestion Management Process Plan, Beverly Parkway is currently functioning within its allowable capacity for traffic volumes between the segment of Mobile Hwy. and US29. 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 (29,667 trips/day) and is expected to remain at a LOS C and exceed 36,164 trips/day by Year 2024.

At this time, TTO has no immediate comments for the proposed rezoning request.

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

3363 WEST PARK PLACE • PENSACOLA, FLORIDA 32505 • 850-595-3404 • 850-595-3405 (FAX)

Tonya Gant, Director
Neighborhood & Human Services Department

Clara Long, Division Manager
Community Redevelopment Agency

June 14, 2017

Horace Jones, Director
Escambia County Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

**SUBJECT: REZONING REQUEST FOR THE FOLLOWINGS:**
**PARCEL#46-1S-30-1100-018-011 FROM MDR TO HC/LI**
**ADDRESS: 703 BEVERLY PARKWAY**

Horace,

I have reviewed the Rezoning Request package for the abovementioned location and my comments are below:

**Sec. 3-3.6 (Palafox Overlay)**

**(a)** Purpose. Palafox Overlay district establishes supplemental land use regulations to support the objectives of the adopted Palafox area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization and support a mix of commercial, industrial, and residential uses within the Palafox area.

**(e) Non-residential site and building requirements apply within the Palafox Overlay district.**

Both the Palafox Overlay and the Palafox Area Community Redevelopment Plan does not address rezoning, however the property located at 703 Beverly Parkway would be compatible with the surrounding similar commercial uses.

If you have any questions or comments, please contact me at 850-595-3596.

Sincerely,

Clara Long, CRA Division Manager

# 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:** 7-10-17

**Rezoning Quasi-judicial Hearing**
**Rezoning Case #:** Z2017-9

OR

**Regular Planning Board Meeting**
**Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: PCL 32571

Email Address: buddypage1@att.net Phone: 232-9853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# Z-2017-10

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

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CASE #: Z-2017-10

Applicant: Buddy Page, Agent for Zenaida Palacios, Owner
Address: 5200 Burlington Rd.
Property Size : 0.18 (+/-) acres

From: MDR, Medium Density Residential district (10 du/acre)
To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)

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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 9:25 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

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
ALLYSON CAIN
JUAN LEMOS

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P R O C E E D I N G S

THE CHAIRMAN: Okay. Case Number Z-2017-10. Buddy Page is also the agent for Zenaida Palacios, if I pronounced that correctly, owner, 5200 Burlington Road, .18 plus or minus acres, from medium-density residential to HC/LI, heavy commercial and light industrial district.

Members of the Planning Board, on this case, has there been any ex parte communication between you the applicant, agents, attorneys, witnesses, Planning Board members or anyone from the general public?

Also, disclose if you have visited the subject property and if you are a relative or business associate of any of the parties?

No to all.

MR. INGWELL: No to all.

MR. RUSHING: No to all.

MR. FEARS: No to all.

THE CHAIRMAN: All right. Thank you.

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

MS. MEADOR: Yes, sir.



THE CHAIRMAN: All right. Thank you.

Was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay.

Mr. Page, any objection to maps and photography?

MR. PAGE: No.

THE CHAIRMAN: He's indicated no.

ALLYSON: Maps and photography on this one.

MS. CAIN: 2017-10, 5200 Burlington Road. From MDR to HC/LI.

This is location map showing the parcel on Burlington. The 500-foot radius showing the parcel is MDR. Burlington Avenue.

This is the future land use, mixed-use urban. The existing land use, showing the parcels surrounding the subject parcel.

This is the aerial photograph. This is also Palafox Redevelopment Area. This is the public notice sign posted on site. This is looking east on to the site from Burlington. Looking north toward Beverly Parkway. Looking northwest across Burlington. Looking south on

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to Burlington. Looking southeast from Burlington. Looking southwest from Burlington. And that's the maps and photography.

THE CHAIRMAN: Okay. Before we bring the applicant up, I believe there are criteria on this one they're not in agreement with.

MS. CAIN: Yes, sir.

THE CHAIRMAN: Okay. So we will have to go through the whole case on this one.

Okay. Mr. Page, if you'll come back up, sir.

BUDDY PAGE, having been previously duly sworn, was examined and testified as follows:

THE CHAIRMAN: Sir, you are still under oath for this case.

Have you received -- Excuse me. Let me have you say your name and address, please.

MR. PAGE: Buddy Page, 5337 Hamilton Lane, pace, Florida.

THE CHAIRMAN: On this case, sir, have you received the rezoning hearing package and the findings of fact?

MR. PAGE: I have.

THE CHAIRMAN: And do you understand that you have the burden of providing substantial

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competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with any portion of the Land Development Code?

MR. PAGE: I do.

THE CHAIRMAN: All right. Thank you, sir. All right. You may proceed.

MR. PAGE: Thank you, Mr. Chairman.

Under criteria A, we concur with the staff findings that the HC/LI is consistent.

Under criteria B, Mr. Chairman, I note that the staff in this particular location says that the proposed amendment is not consistent with the intent and purposes of the Land Development Code.

The parcel is located on Burlington Avenue, which is a local roadway, not meeting the locational criteria of the requested zoning.

The portion -- or the parcel, rather, is also within a recorded subdivision.

Mr. Chairman, I would suggest at this point that if you take a look at all of the lots that front on Beverly Parkway, including this one, and everything else to the west, they're

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all part of a recorded subdivision. So why that distinction seems to be added to this, I'm not quite sure. Everything that fronts on Burlington is a portion of a recorded subdivision.

It also goes on to say that HC/LI zoning provides for a transition between commercial and industrial properties, and it says there are no industrial uses or zoning designations in proximity of the parcel.

Mr. Chairman, I would submit to you that there are no industrial categories out there anywhere. So why this is added in, I'm not real sure.

If it's a transition, I would like to find a location of an industrial zone category within up to a mile of the site anywhere along Michigan from Highway 29 west where there is an industrial category where it is best served separating the industrial from residential by an HC/LI category.

I'm not sure of the significance of why that has been added in because you can find that on the ground. There is no transition.

THE CHAIRMAN: All right. We'll ask the

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staff to address that in their reply on the findings.

MR. PAGE: Okay.

THE CHAIRMAN: All right. Go ahead.

MR. PAGE: Okay. Mr. Chairman, if we take a look at one of the statements made, as far as having locational criteria and providing access from the requested parcel of property out onto the roadway, it makes a comment in there that there are no commercial-type activities that exit out on to a local road.

You didn't see it very well in the aerial or the photographs that the staff took on site, but I would like to submit to you a copy of something right across the street on the west side that clearly shows that that commercial use exits out on to Burlington.

I would also point out to you that the other lots that the owners -- And both of the owners are here, husband and wife.

The piece that they own on the west side also exits out onto Burlington just as this. So at this particular intersection, the statement in here that you don't find that in that area, that doesn't hold up to an aerial such as this.

So if I can present, Mr. Chairman, this to the staff.

THE CHAIRMAN: Before you do that, Mr. Page, please describe exactly what you have there. It's a picture of?

MR. PAGE: Mr. Chairman, this is a copy taken April 2016 at the intersection of Burlington and Beverly Parkway. It is the -- It would be the southwest corner.

The subject property that we are reviewing here today before you is more to the southeast. This is right across the street.

The application says that you don't have any commercial activities that exit onto a local street. Sure, you do. There are two right at this intersection.

THE CHAIRMAN: Okay. Did you take the picture yourself, Mr. Page?

MR. PAGE: No. This is right off of Google Maps.

THE CHAIRMAN: Okay. And you certify that's an accurate copy and came off of Google Maps of the subject property?

MR. PAGE: I am.

THE CHAIRMAN: Okay. Submit it. Please



submit it to our attorney.

Do we have any objections for accepting that as an accurate picture?

MS. CRAWFORD: No objections, given he's testified it's a true and accurate representation of the property.

THE CHAIRMAN: Okay. If we could have the staff give it to us to look at, please.

All right. We'll let you look at it before we entertain a motion to accept as part of the package here.

Mr. Page, while the Board members are reviewing that, maybe we could have staff on the screen point to where we think that picture is taking a picture of. It looks like right here.

MS. CAIN: Right here.

THE CHAIRMAN: It's looking to the west right there, so it's on that corner parcel right there.

Okay. Just so the Board members understand, that's the parcel that we're looking at a picture of here.

The Chair will entertain a motion to accept Mr. Page's picture into evidence.

MR. RUSHING: So moved.



MR. FEARS: Second.

THE CHAIRMAN: It's been moved and seconded. All in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: We'll label this as Applicant Exhibit 1.

All right, Mr. Page. You wanted to testify on the significance of this picture now; is that correct?

MR. PAGE: That's correct, Mr. Chairman.

The statement that was made is that there are no types of HC/LI that front onto a local street. That photograph suggests otherwise.

THE CHAIRMAN: Okay. Explain to us what we see in the picture. It appears to be a driveway that's fronting on Burlington; is that correct?

MR. PAGE: That's correct.

THE CHAIRMAN: And appears to be some type of work vans or something like that in that driveway; is that correct?

MR. PAGE: At that time that that was taken, I believe it was a day care operation.



And those trucks and vans represent vehicles to pick up children. But I'm guessing.

THE CHAIRMAN: Okay. All right. And so it does, in fact -- The driveway does connect there with Burlington. Okay. All right.

MR. PAGE: Mr. Chairman, that's consistent with DOT's requirement as well.

Mr. Perez is right across the street. His three lots that face . . . As you can see, the three lots that he has, that faces Beverly Parkway. He does not have access onto Beverly Parkway either.

His access, which is clearly on the ground right now, is by way of Burlington, so those are two examples that indicate that the statement about not being -- not having access onto a local street is something that's just not consistent with facts.

THE CHAIRMAN: Okay. Could we bring up that picture of the property that he's talking about? You're talking about the corner parcel?

MR. PAGE: Yes, the southeast corner.

THE CHAIRMAN: Okay. Again, let's just make sure that all the Board members know exactly which parcel we're looking at here.

MR. PAGE: Mr. Chairman, that probably is about the best shot that you can see in the upper left-hand corner. You can see the white area. That's the concreted area or shelled area for the parking lots.

THE CHAIRMAN: That white area is on the picture exhibit -- excuse me -- exhibit 1 that you presented; is that correct?

MR. PAGE: That's correct.

THE CHAIRMAN: All right.

MR. PAGE: If you look across the street, of course, at the intersection, I believe I see a car sitting there, but just south of the car, that white area that you see there is a curb cut, allowing Mr. Perez to have access to his three lots which face Beverly Parkway.

So that's the access, again, that fronts out onto Burlington. And you can see there are no curb cuts across the sidewalk to the north side that would allow him direct access onto Beverly Parkway, which DOT would prohibit and did prohibit.

THE CHAIRMAN: Can we go to the parcel map, please?

MR. RUSHING: You might want to go to the



09's parcel map. Shows it a little better.

THE CHAIRMAN: The way that looks, it looks like that parcel that we considered in 09 fronts on Beverly Parkway, which is -- Why is that white area is not defined as the other parcel that's there?

MS. CAIN: Are you talking about where her cursor is?

THE CHAIRMAN: Right where the cursor is. It doesn't show any lots there, but when you go to that other picture, there's obviously property.

MS. CAIN: I believe that -- I'm not really sure, but that's not really part of the parcel itself. I believe that's part of a right-of-way that DOT may have given because they're not given access in Beverly Parkway.

I think it's something that -- to do with the railroad so they can directly get access off of Beverly Parkway right there, so they have an access easement in front of their parcel to access Beverly.

MR. RUSHING: Access is actually on Burlington, which then has access to Beverly.

MR. PAGE: Burlington, yes.



THE CHAIRMAN: Okay. Go back to the picture now, if you would, on case . . . Yeah, the aerial. Okay. So that -- that is a lot of record up there or is that just an easement that right there?

MS. CAIN: I don't think we saw that as an actual lot of record on the parcel map.

THE CHAIRMAN: Okay. What is the ownership of that property?

MS. CAIN: I do not know.

THE CHAIRMAN: Mr. Page, the ownership where the cursor, or . . .

MR. PAGE: Mr. Chairman, I'm not sure that that -- that that is a correct representation, now that you bring that up.

You notice the sidewalk at the very top, if you come back just . . . And I don't know how many feet, probably six or eight feet east and west, that's the -- that's the southerly boundary line of the right-of-way for Beverly Parkway.

MS. CAIN: The right-of-way is right there by the sidewalk because when code enforcement went out there, the right -- on the southbound of the sidewalk is also in the right-of-way.



Telephone poles and whatnot.

MR. PAGE: Well, Mr. Chairman, that would support the observation that that map is not correct, then.

The northerly property line for those three lots that Mr. Perez owns come up to within just a few feet of the sidewalk. I think that that can be clearly seen on the west side.

If you take a look at the parking driveway, the white area, that is a lot of record on the west side. And it, too, comes up near to the sidewalk.

If I'm not mistaken, the sidewalk probably has -- probably has about four, five feet south of it in which the common trench utility lines and the overhead Gulf Power lines and poles are located, if that helps clarification at all.

MR. FEARS: Measurement that would almost measure the -- double the defined space of that lot, so I know what they're doing here.

THE CHAIRMAN: While they're looking that up, I'm a little bit concerned that we don't have the proper evidence in the record in the staff's findings, which seems to be some discrepancy here. Do we need to have that

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addressed?
MS. CRAWFORD: Well, I believe right now they're looking at the property appraiser's website to see -- excuse me -- whether or not that northern portion that you're discussing is an actual lot.
Based on the property appraiser's website, it does appear that that strip that you're referring to is not piece -- not a piece of that lot, but I can't confirm that. But I mean, that appears to be what the staff has included in their map presented. If Mr. Page believes that --
THE CHAIRMAN: Interactive app. I'm sorry. Map. I'm sorry.
Meredith, I didn't mean to interrupt you.
MS. CRAWFORD: No, no. You're fine. I was just going to say, if Mr. Page believes the map is not correct, then you may want to have staff reevaluate this versus moving forward.
MR. PAGE: Mr. Chairman, that type of response that you get on the property appraiser's page, you can go into any right-of-way, and it will return saying "No record."

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Basically it's no record because it's not a record -- not any record of the county appraiser. It belongs to either the state, federal or local government. It's a right-of-way.
MR. FEARS: Back on the other plan, where we had the arrows and the footage measurements. Is that signifying ownership but right-of-way?
THE CHAIRMAN: 100 feet, 134 feet.
MR. FEARS: Right.
If you look at the subject property, it says it's 60, but the one north of it says 100, yet they're very comparable in size.
Are they saying that the -- that the lot of record is actually 100 feet deep, yet there is a right-of-way to possibly the point of the arrow?
MS. CAIN: Well, I'm seeing the 50 feet is along Burlington.
MR. FEARS: Yeah.
MS. CAIN: Oh.
MR. FEARS: So just eyeballing it, those two plots look similar in depth, yet the one to the north lists 100 feet. So if you go to the point of the north arrow, is that signifying

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they're actually on the property line? But it is an easement, a setback for Beverly.
MS. CAIN: Well, pull up the survey.
MR. RUSHING: Can I ask for clarification here?
THE CHAIRMAN: All right. Mr. Rushing.
MR. RUSHING: Let's say that is either a right-of-way or is owned property. Whichever it is, it really is all still going off onto Burlington, which is the point of what Mr. Page is saying.
So for our purposes, I don't think it really matters who owns it. The point is that every -- all those three lots are funneling on to Burlington, which justifies Mr. Page's point that the statements are incorrect by staff.
Does that make sense? Because there is nothing that's pulling onto Beverly Parkway from those three northern lots or the one on the left, period. There's nothing hitting Beverly Parkway at all. So I'm not sure why we're debating this. The fact is that everything is funneling onto Burlington.
MR. PAGE: That was my point, just to make the observation that those three lots exit onto

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Burlington.
MR. RUSHING: Right.
MR. PAGE: The northerly boundary line, the southerly boundary line, as far as we're concerned, are not in dispute.
MS. CAIN: Well, the county and the DOT will not give a curb cut on Beverly Parkway either because there's already a road right there, so that needs to be part of the record as well.
MR. PAGE: Right.
MS. CAIN: And I think, too, with one case versus the other with the one on Beverly Parkway, you have right-of-way on the boundary survey. We're looking at it for the Beverly Parkway right-of-way. Was acquired so they could access their Beverly Parkway parcel with the one here on Burlington.
It is not the corner lot. It is the second lot into a subdivision where you have to further come into the road on Burlington to get to this residential lot.
MR. RUSHING: But looking at the maps, there's no cutting into Beverly Parkway for those lots at all. They're all the access to

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the right-of-way that's dumping out onto Burlington.

MS. CAIN: The Burlington parcel we're rezoning now right is strictly on Burlington. There's no access. There's no curb. You turn off of Beverly. You go onto Burlington two lots down, and that's a residential.

MR. RUSHING: So the one we just went through on 09 has no access on Beverly Parkway either.

MS. CAIN: Has the right-of-way access, but they can't access because it's curbed out and there's no -- there's no access, looking at the maps.

I mean, I'm making a -- you know, making a purely assumption that, you know, the parcel to the west dumped out on Burlington probably because they can't access. Not allowed to through DOT to access Beverly Parkway.

The one -- one just north of it can't access it, so it dumps out to Burlington. The one we just talked about, 09, dumps into Burlington and the one east of that dumps into Burlington. All three of those dump into Burlington.

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At the corner of Burlington and Beverly with a -- with approved right-of-way access versus the difference of the single Burlington lot that's not on an access. It's on a local road, so there is a little bit of difference between the two.

MR. RUSHING: Right.

THE CHAIRMAN: Okay. But I believe it's Mr. Page's testimony that he disagrees with the findings that there's no other similar accesses in the area. Is that what you're saying, Mr. Page?

MR. PAGE: Yes, it is.

THE CHAIRMAN: Okay. So he's presented evidence to show that it looks like there is.

MS. CAIN: Also, if you notice day care across the street, which every time you do rezoning, each rezoning stands on its own.

And regardless of another property, what it has or what it was allowed, you can't really say this one can have it because the other one already has it.

But the day care across the street is on a corner lot, and it is the corner of a subdivision, which in the code it does state

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that any intrusion into a recorded subdivision, residential, is limited to a corner lot, which would be the current car wash, if you will, that's already HC/LI, and the day care, which is on a corner lot in the beginning of a residential subdivision.

Now, we did try to counsel the applicants to take some of these and combine their parcels, since they do seem to own more than these two. We tried to tell them that if they would combine the parcels, it might be a little easier, as far as the rezoning process, and the -- you know, all the -- all become one.

But like I say, the corner parcel that's currently -- And you see in the map that's currently the purple HC/LI that he owns, it's the corner lot, just like the day care across the street, so it's a corner lot to -- into a subdivision, whereas the Burlington Avenue is not the corner lot.

And so, therefore, you would be taking that commercial component and pushing it further down into the residential neighborhood. And there is no other commercial into that neighborhood, other than currently in the car

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wash, which is, I mean, used car lot.

MR. PAGE: Mr. Chairman, just speaking with the owners, they certainly would have no problem in making a stipulation so that the Board could approve with a condition that if that southerly lot that we're looking at here was to provide any access onto Burlington, they first would have to drive north right across the fenced area and use the current and existing exit out onto Burlington. And there certainly is room for that conveyance from south to north.

MS. CAIN: I'm not sure there is a condition that we can put on rezoning.

MR. JONES: Sir, I'm late. Horace Jones, Director.

THE CHAIRMAN: Mr. Jones, state your name and be sworn.

MR. JONES: Yes, sir. Yes, sir, Chairman. So I was in a meeting this morning.

Horace Jones, Director for the department.

- - -

HORACE JONES, upon being duly affirmed, was examined and testified as follows:

- - -

MR. JONES: We do understand the request,

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that -- the offer of proof that he made, but as stated -- as always stated, that we cannot make a known rezoning case contingent upon a condition. We can have no condition in a rezoning case: If you do this, we can do that rezoning. We cannot do that.

MR. PAGE: Mr. Chairman, the owners still would agree to that stipulation in front of the Board of County Commissioners, who can do that.

THE CHAIRMAN: Okay.

MR. PAGE: But Mr. Chairman, our sole point in this under item B was to show, as we discussed here for some time, that the statement that access onto a residential street is nonexistent in the area, when, in fact, it is. That's our point.

THE CHAIRMAN: Okay. So noted. I think you've presented evidence to show that it is. Go ahead, sir.

MR. PAGE: Mr. Chairman, under item D, changed conditions, the staff has stated and shows that there are several rezonings that have occurred in that area since 2004.

Under item criteria E, the development patterns, the proposed amendment would not

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result in a logical and orderly development pattern.

We would suggest that if you're going to take a look at orderly development patterns, you could look almost anywhere up and down Beverly Parkway, east or west, and see that HC/LI fronts on the highway for the most part and is backed up by residential areas.

Case in point to the east is Frontier Motors. Frontier Motors over time has had several rezoning changes, both that face Beverly Parkway and in one instance, faces a rear roadway parallel to Beverly called Yoakum Court that's HC/LI that's been approved by the Planning Board that's all the way around in the back in that residential area.

So the notion that the HC/LI, somehow -- the classification somehow makes it inconsistent with the development pattern, you can see development patterns in this area that cover the board.

We've discussed this in other zoning matters before this Board and other boards for years, Mr. Chairman, showing if you just take a look at a half a mile to the east on the north

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and on the south side of Beverly Parkway, there are HC/LI categories mixed in with residential.

The area is replete with these types of conditions where one is cheek to jaw, if you will, with the other. So to take a look at this and say, "Well, gosh, if that's -- if that's going to be rezoned from medium-density residential to HC/LI, all of a sudden it's just not compatible."

The idea of compatibility is how things -- And it's defined in the county Land Development Code how things can exist together over time.

And I think we see out in that area with all of the HC/LI on the frontage roads and the residential to the rear, it can survive one next to the other over time.

So we would suggest to you that while that statement is clear, the facts on the ground in terms of the development patterns and how they coexist one to the other in that general area have been next door to one another for 20 or 30 years, certainly long prior to any of the current land development codes, et cetera.

So we think that even right across the street that you can see examples where an entire

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block from W Street all the way down to the railroad tracks, which is adjacent to our piece, it's all HC/LI.

It even covers single-family residential homes that are zoned as HC/LI. They seem to be able to get along together, Mr. Chairman, and we would suggest that if the Board considers changing this, that this, too, would be a use that could be compatible.

Under criteria F, the findings, as far as National Wetlands Inventory, we concur the area is relatively high and dry, Mr. Chairman.

So after review of the criteria and the staff's comments on that, we think what we're proposing and we're asking the Board to consider to change would be consistent within the area.

And we think that the exceptions that have been pointed out as being not in that particular area, we've shown that, in fact, they are.

So Mr. Chairman we would appreciate the Board's consideration to change this from MDR to HC/LI.

THE CHAIRMAN: Okay. While we were looking for maps, I believe I heard one of the staff members say something about the staff

approaching the applicant to combine parcels or something like that.

MS. CAIN: (Nods head in the affirmative.)

THE CHAIRMAN: Would you elaborate on that, please?

MS. CAIN: Yes, sir.

When they came in and they were -- considered rezoning both parcels, they also own that corner parcel right there that's currently HC/LI where they had existed a car wash.

The applicant wants to do a used car dealer. Well, currently it's allowed on that parcel. So our thought was, if you want to combine your parcels, you could all combine them, have them HC/LI.

That now would become a corner lot, you know. So we tried to give them different options to different avenues to do some development.

Now, granted, even if it went from a car wash to a -- you know, used car -- currently it's a HC/LI -- you'd have to do development review. You'd have to go through the site plan process.

And you'd have to address the access



issues and stormwater issues because when you pave that area, it's going to change the stormwater. So we have tried to give some different avenues for the applicant, you know, when we counseled them for the rezoning portion.

MR. JONES: Let me add something too, Allyson. Allyson made a very good point, just that lot on the standalone, it probably would have some issues during the site plan review process.

It's going to have some issues because, see, if that -- that's because it's vacant land; correct? If they want to put something there to develop that property, that property got to stand alone by itself.

And just say, for example, stormwater, parking, all those issues like that, that would be a problem for this piece to be a standalone property.

That's why, as Allyson stated -- tried to offer this -- this remedy to them so that you could be able to do more with that corner lot.

But this as a standalone property site development, stormwater, parking, that's -- the lot is very, very restrained in the size. That



will be a problem for them if the -- if the Board of Commissioners do decide to rezone that. That's something that they need to be aware of, so that's why we prefer that this option we offered them that to make it a little easier for them when it comes to developing.

MR. PAGE: Mr. Chairman, those comments were made earlier on, and they were considered by the owner.

And the comments that Mr. Jones has just indicated to the Board would probably ring very true if it was a large development of some type, something that was going to be constructed on that site.

As presently owned by the family behind me as a rental unit, if they choose to tear that down and use it for a portion of a stormwater retention pond or parking, parking on a soil-based ground, I think the likelihood of being able to get that through the Development Review Board might be a lot easier than what you just heard now they were proposing, concrete and developing something along that line, I would tend to agree with that.

MR. JONES: Mr. -- Mr. -- Mr. Buddy, I



tend to disagree with that statement.

MR. PAGE: That's okay.

THE CHAIRMAN: Horace, let's have you speak into the microphone because we're recording.

MR. JONES: I -- I -- I tend to disagree. We see parcels of this size coming to the site plan review process all the time.

And when it comes to the stormwater, parking with our Land Development Code, those areas are very, very challenging for that, so -- so -- so -- so I tend -- I strongly disagree with that because of the expertise that we're dealing with staff with these parcels of this size.

So we have parcels right now with that size. And we tell them -- We told several of them even last week, "I'm sorry. The parcel is not big enough to accommodate that, so you may require more property."

So -- so -- And he's speaking from the 30,000-foot level. I'm speaking from a point where we deal with these parcels all the time during the site plan review process.

So it will be not -- not that it cannot be

overcome, by it will be problematic. Extremely.
THE CHAIRMAN: Okay. And I understand. Just so everybody's clear, what they're talking about is not within our purview here of looking at the development review process, but --
MR. JONES: Mm-hmm.
THE CHAIRMAN: -- if, in fact -- Let me ask just a hypothetical. If, in fact, they were to combine the parcels, would the staff still not have the finding of the locational criteria because it's exiting on Burlington Avenue?
MR. JONES: Well, it would -- it would be different then, being the fact that -- Because, see, we have to look at all that. What is that. Beverly.
MS. CAIN: Beverly and Burlington.
MR. JONES: If they combine all three, it would be a corner lot.
MR. JONES: It would be a corner lot, and so therefore your primary means of access would be off of Beverly Parkway.
And then during the site plan, we have to address -- put some stipulations on that corner, not during the -- not during the rezoning, but



your primary access point would be off of Beverly Parkway.
THE CHAIRMAN: That would create problems because they're not going to allow access on Beverly Parkway.
MR. JONES: They . . . That's . . . We don't know. I cannot -- I cannot say that. They may not, but . . .
THE CHAIRMAN: They will not allow access on Beverly Parkway, not next to a road like that. That's not going to happen.
MR. JONES: Right. Right. But it -- it will be easier -- it would be easier -- They would have to make their point, but I think Beverly probably -- with DOT.
It will be easier from the Land Development Code perspective when it comes to the site plan review process. Yes, it could be a challenge, but it will be easier with the code to support that going forward.
THE CHAIRMAN: Okay.
MR. PAGE: Mr. Chairman, we discussed that. We discussed that very point with Mr. Edmundson (phonetic) in Chipley. He made it abundantly clear the DOT will not issue any type



of access for any of those three lots directly onto Beverly Parkway, period.
THE CHAIRMAN: Yeah. I know. Didn't think they would.
MR. PAGE: It was a short conversation.
THE CHAIRMAN: Do you have some questions.
MR. FEARS: I think they've been answered.
THE CHAIRMAN: Okay. Board members, other questions?
MR. INGWELL: Can we see the overhead picture again?
THE CHAIRMAN: And Buddy, your family, are you going to bring them up as witnesses?
MR. PAGE: No, I don't think so.
THE CHAIRMAN: You can't, you know, take testimony from the audience. If they're going to testify, we have to bring them up.
MR. PAGE: No. We're not.
MR. FEARS: One other question now that we're on the issue. Appears there are two ingress, egress on to Burlington. Are they both bona fide curb cuts off of Burlington at this time?
MR. JONES: We would have to review that. It's hard to say at this time. We would have to



review that during the site plan review process. It's just hard to say at this time.
MR. FEARS: It's not part of the subject property.
MR. JONES: Yeah.
MR. FEARS: There was a discussion about comparison of the property across the street, and I was just wondering.
MS. CAIN: Speaking about where her cursor is --
MR. FEARS: There's one --
MS. CAIN: -- and --
MR. FEARS: And there's one south of it.
MS. CAIN: The one -- The first one right here to the north, that's the more prominent one that I have noticed that people use. The other one, I think, that's --
MR. FEARS: There's still a laid back curb there.
MS. CAIN: The one across the street.
MR. PAGE: It is.
THE CHAIRMAN: It's like the white material.
MR. PAGE: Mr. Chairman, the owner indicates there are two driveways.

MR. JONES: So if that is the case -- if that is the case, if they do decide to combine, they would have to -- that's there. That's already there -- present off of Beverly Parkway.

MS. CAIN: To me, one looks like it's about -- access -- the right-of-way access, and then one of them looks like it's for the actual parcel on the corner.

THE CHAIRMAN: But that's what I'm getting at, though. You would be okay with it because it would be a corner parcel, even though it's on the neighborhood street, if the parcel was combined.

MR. JONES: If they are combined, it meets all the criteria. That -- that was the first suggestion to them.

THE CHAIRMAN: Okay.

MR. JONES: As a corner lot.

MS. CAIN: Because it's a corner lot into the recorded subdivision. Now the one on Burlington is not the corner lot. It's the second in, which is more intrusive into the subdivision, residential.

MR. JONES: Absolutely, yes.

THE CHAIRMAN: Okay. I know that's not in



our purview today, Mr. Page, but are there any discussions with the owner of combining the parcels for that -- for this purpose that they're talking about?

MR. PAGE: Could you give me a minute?

THE CHAIRMAN: Sure.

Horace, while Buddy is talking to them --

MR. JONES: Yes. I'm sorry, chairman.

THE CHAIRMAN: -- we have some questions about the lot of record here, where it appears that it ends there. And then if you go to the survey picture, it appears that they own all the way. Can you give us some idea of what's going on with this?

MR. JONES: Allyson.

MS. CAIN: Are you referring to this area right in there?

MR. FEARS: They own it, if you just look at the measurements. It's 110 going east-west. And then the measurement north-south says 100, so that lot should be square, 110 by 100, but it doesn't define it because the easement has been taken by FDOT. The ownership is still there, but the easement shrinks the -- I don't know why they draw it that way.



MR. JONES: Mm-hmm.

MR. FEARS: Do you know why they . . .

MR. JONES: No, sir. That would have been whoever does that. That's the surveyor, you know.

MR. PAGE: Mr. Chairman, those legal descriptions on that type of thing that fronts those roads almost always has less, except the right-of-way.

Mr. Chairman in discussing this with the owners, I think what we're hearing from the staff is if you want to withdraw this, pay another application fee, take another 60 days, you might be in better shape, although you delayed something 60 days or so, and you spent a whole lot of money. And you come back in and face basically the same assessment that we've already seen right here. I'm not sure a lot of this can change a whole lot.

So the position here right now is, we think we've presented competent and substantial evidence that supports the request to change this to HC/LI, and we'd like the Board to consider that.

THE CHAIRMAN: Well, and that's why I



asked Mr. Jones on the record if a corner lot would meet the locational criteria because that's really where I believe Allyson has made a point that it's because it's the next parcel in that they're having trouble with the locational criteria.

MR. JONES: Yes.

THE CHAIRMAN: If it was all combined and it was a corner lot, that we could substantiate the locational criteria. Is that what the staff is saying?

MR. JONES: Yes.

MS. CAIN: Yes, sir.

THE CHAIRMAN: Microphone.

MS. CAIN: Yes, sir. The main issue with the Burlington is because it's on a local road. It's not -- It's intruding into the recorded subdivision.

And in the code, 3-2.11, it says that it must be on the corner lot, which it is not the corner lot.

And if you take this HC/LI which is heavy commercial, light industrial -- and light industrial also includes warehouse, you know, other things other than just car lots,

commercial, like across the street on Beverly -- you're taking that commercial and pushing it further down into the subdivision.

So then where does it stop? Does the next one come and say, "Oh, I can have another one"?

And then, you know, it's not infield like the Beverly Parkway. They're now intruding into a residential subdivision with heavy commercial, light industrial.

Anything that's allowed in HC/LI is also allowed in this zoning, so besides car washes, hotels, motels, rental, warehousing, manufacturing, even though they have to be confined with a building, you are taking that heavier component and pushing it into -- onto a local road into a recorded subdivision.

MR. JONES: I'd like to add, good job of restating that. And I would like to make just one point. It was mentioned about Frontier Motors.

You see, that's -- that's what happens when there's commercial creeping into these subdivisions. It's starting. Then -- We then -- Somebody puts another one, and another one, and another one on these lots, small lots.



And that's -- What happened back then is not -- I cannot really say. That's what tends to happen with commercial creep and buying up these areas.

And like you said, you get to a large enough parcel, you could bring all those other heavier industrial-type uses that can definitely have more of an adverse impact in that recorded older subdivision.

MR. PAGE: Mr. Chairman, while we appreciate those remarks about all of the horror stories and what have you that could result for a change, I would go back again and point out that we have a combination of residential and HC/LI located -- As I pointed out earlier, I'm looking here at a solid block of HC/LI between Concordia, Armenia, Roslyn Way and Beverly Parkway.

This is located probably about 800 feet to the east. It has a mixture of all of these things on the ground there now. I don't see a lot of difficulties in the residential units that are located next door to these HC/LIs in those areas.

In spite of what we hear about the



potential things that could happen, it's on the ground now, Mr. Chairman. It's been next door to one another for 20, 30, 40 years, if not longer.

And the argument about the difficulties that the neighbors would have for a piece of property that is so small, you couldn't build a lot of these things that you're hearing about here. You just physically could not put them, especially on this one, .19 acres of a lot -- of an acre.

THE CHAIRMAN: Yes, sir, and I agree with you on the compatibility side of it.

What I'm wrestling with is the locational criteria because of being the next lots in. That's really . . . Can we bring up the actual code where it discusses the locational criteria? I just want to read again -- I think I remember it after doing this for almost 20 years, but let's see if I do.

MS. CAIN: And I'd also like to say that this is in the Palafox Community Redevelopment, and it will have to follow a lot of the requirements for lighting, signage, landscape, whatever the case may be. But we did get a



letter from the community redevelopment, and they were not in favor of this rezoning.

THE CHAIRMAN: Is that part of the findings of facts?

MS. CAIN: Part of -- It's part of the packet. And then I mentioned it in my findings that the project must meet all of the Palafox as stated, and see the comments -- see our comments attached. That was in my findings.

THE CHAIRMAN: Okay. All right.

Let's go back to the locational criteria, if we can, for just a minute. Like to see exactly what it says about corner lots versus local roads.

So the locational criteria. All new nonresidential uses proposed within an HC/LI district that are not part of -- identified as exempt by the district regulations shall be published. One of the locational criteria is proximity to an intersection. All right. This is not an --

MS. CAIN: It's a local road. It's not along an arterial.

MR. JONES: Right.

MS. CAIN: It's a local road. It's not an

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arterial. It's not within a quarter or half a mile of the intersection of an arterial or --

THE CHAIRMAN: Well, what you're saying is because it has frontage and it's a combined parcel because it has frontage on Brent, then it would meet the locational criteria.

MS. CAIN: Correct, because that's --

THE CHAIRMAN: I just don't want to tell them that if they do that, and then come back and we say, "Oh. Whoops. We didn't want you to do it that way."

MS. CAIN: Beverly Parkway is an arterial roadway. That arterial roadway may have access through that -- access, I believe they would still -- Beverly Parkway is the address frontage of Beverly Parkway.

But the parcel -- The rezoning that we're talking about today right now on Burlington is a local road, and it is not in the proximity of an intersection of an arterial street or along an arterial no more than half a mile from the intersection with an arterial street or any of the following. Site design -- And it would be if there's any intrusion into the recorded subdivision, it's limited to the corner lot, so

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therefore, that tells me that it's not consistent.

THE CHAIRMAN: Okay. I thought I remembered that word. I just wanted to be sure.

MR. RUSHING: Can I get some just clarification for if we move forward and we disapprove this -- this change, and they move forward later on and combine the lots, it does not hurt them in any way if we -- if we do deny their -- this case, if they combine the lot, it's not going to hurt them at all; correct?

MR. FEARS: Costs them time and money.

MS. CAIN: They'd have to go --

MR. RUSHING: Back.

MS. CAIN: -- back and wait their time and come back and reapply for the now one parcel.

MR. RUSHING: But, I mean, if they pull it or we deny it, it's the same process.

THE CHAIRMAN: No.

MR. JONES: This is -- This is what -- This is what I -- that -- I that would suggest, can offer to them. If they decide to withdraw, there will not be another rezoning application fee.

THE CHAIRMAN: Okay.

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MR. JONES: There will not be another rezoning application fee, if that is the direction. They won't have to worry about paying another rezoning application fee.

However, we will require for advertisement. Still going to have to be readvertised again, but the main thing is the application fee.

MR. PAGE: 1,300, roughly.

MR. JONES: I would suspend -- I'll waive that, if that is something that they would like to do.

MR. PAGE: What are the -- I haven't heard in a long time. What are the general fee structures for the legal ad?

MR. JONES: That's something we'll have to --

MS. MEADOR: That's the Pensacola News Journal. They're not governed by us. That's governed by . . .

MR. PAGE: You pay -- The county pays for that.

MS. MEADOR: Usually 200-something. Couple hundred dollars. Two, 300.

MS. CRAWFORD: The application pays for

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the cost of mailing, not the county.

MR. PAGE: Mr. Chairman, hearing that, we would like to move to request the application before you be removed from further consideration.

THE CHAIRMAN: Okay. Are you requesting a continuation to a later date, or --

MR. PAGE: Yes.

THE CHAIRMAN: Or are you withdrawing?

MR. PAGE: Well, I'm guessing continuing to a later date. Right.

MS. CRAWFORD: I think you could do it either way. If we just reset this for a later date, then you could appear with what is essentially an amended application.

However, I mean, it will be a form -- just given the size and parcel, will be changed. In the alternative, I think we've reached the same outcome, simply to drop it today and to go through the process anew. So it's really up to -- You know.

MR. PAGE: If we drop it today, I think we have to fill out an entirely new application, where we could amend if we continue it. Is that not correct?

MR. JONES: Because of the dates -- Whatever. Again, I'm not -- There will be no application fee paid if this -- whatever documents that need to be redid, you can -- we could take those in. There is no fee associated with the application itself, just with the cost of the advertisement or the notification.

MR. PAGE: Mr. Chairman, we accept those conditions.

THE CHAIRMAN: All right.

MR. RUSHING: One question. Horace, is it possible to combine -- since the possible combined corner lot is already HC/LI, it will absorb that HC/LI, so this whole process would not be needed.

MR. JONES: Mr. Rushing, that's -- that's -- that's why I said if -- We'll take a look at with the regulations. That is an option, that it may not be necessary.

We'll have to review other provisions within the Land Development Code . . .

MR. RUSHING: Good point.

MR. JONES: . . . to take a look at that. I don't want to tell you wholehearted in fact unless we review it and look at that provision



and see what it says. That is an option, that it may not be necessary. I want to be perfectly clear for the record. Staff will review and help them make that determination.

MS. CAIN: Because Beverly has just been approved.

MR. FEARS: Right.

THE CHAIRMAN: We understand those conditions, Mr. Chairman. We accept those.

THE CHAIRMAN: Okay. So we're withdrawing it, then.

MR. PAGE: Yes.

THE CHAIRMAN: Chair will entertain a motion to withdraw Case Number 2017-10, based on the testimony of the applicant and staff, with the understanding that if it has to come back to the Planning Board, that there will be no additional application fee, but the advertising would have to be paid.

MR. JONES: Yes, sir.

THE CHAIRMAN: If it doesn't have to come back here, we would ask that the staff at least update us and let us know you went a different way.

MR. JONES: Yes, sir.



THE CHAIRMAN: Chair will entertain that motion.

MR. FEARS: So moved we accept the withdrawal of 2017-10.

MR. INGWELL: Second the motion.

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. Thank you, Board.

(Hearing concluded at 10:10 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.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

**Planning Board-Rezoning** **7. D.**

| | |
|---|---|
| **Meeting Date:** | 07/10/2017 |
| **CASE :** | Z-2017-10 |
| **APPLICANT:** | Wiley C. "Buddy" Page, Agent for Zenaida Palacios, Owner |
| **ADDRESS:** | 5200 Burlington Ave |
| **PROPERTY REF. NO.:** | 46-1S-30-1100-016-011 |
| **FUTURE LAND USE:** | MU-U, Mixed Use Urban |
| **DISTRICT:** | 3 |
| **OVERLAY DISTRICT:** | Palafox |
| **BCC MEETING DATE:** | 08/03/2017 |

**SUBMISSION DATA:**
**REQUESTED REZONING:**

**FROM: MDR, Medium Density Residential district (10 du/acre)**

**TO: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)**

**RELEVANT AUTHORITY:**

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

**APPROVAL CONDITIONS**

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

**Consistent with Comprehensive Plan**
Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

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

**CPP FLU 1.3.1 Future Land Use Category** 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.
**OBJ FLU 2.3 Infill Development.** Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.
**OBJ FLU 2.4.1 Community Redevelopment Strategy**. The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

**FINDINGS**
The proposed amendment to HC/LI **is consistent** with the intent and purpose of FLU category MU-U as stated in CPP FLU 1.3.1. The Comprehensive Plan allows for certain residential and commercial development as permitted by zoning. The parcel is within the Palafox Redevelopment Area and would be considered as infill in the MU-U FLU category using the existing roads, utilities and infrastructures. The project must meet all requirements of the Palafox Redevelopment Area as stated in LDC 3-3.6. See CRA comments attached.

**Criterion b., LDC Sec. 2-7.2(b)(4)**
**Consistent with The Land Development Code**
Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

**LDC 3-2.7 Medium Density Residential (MDR)**
**Purpose**. The 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.

**LDC 3-2.11 Heavy Commercial and light industrial (HC/LI)**

**(a) Purpose**. The Heavy Commercial and Light Industrial (HC/LI) district establishes
appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing,large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**(b) Permitted uses**. Permitted uses within the HC/LI district are limited to the following:

**(1) Residential.** Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile)home parks and subdivisions. See also conditional uses in this district.

**(2) Retail sales**. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

**(3) Retail services**.

a. Car washes, automatic or manual, full service or self-serve.
b. Child care facilities.
c. Hotels, motels and all other public lodging, including boarding and rooming houses.
d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.
e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
g. Repair services, including appliance repair, furniture refinishing and

upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
i. Taxi and limousine 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. arks, 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.

**LDC 3-2.11(e)(e) Location criteria**. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:
**(1) Proximity to intersection**. Along an arterial street and within

one-quarter mile of its intersection with an arterial street.
**(2) Site design.** Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
a. Not abutting a RR, LDR or MDR zoning district
b. Any intrusion into a recorded residential subdivision is limited to a corner lot
c. A system of service roads or shared access is provided to the maximum extent feasible given the
lot area, lot shape, ownership patterns, and site and street characteristics.
d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
**(3) 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 districts 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 LDC. The parcel is located on Burlington Ave which is a local roadway, not meeting the locational criteria of the requested zoning. The parcel is also within a recorded subdivision,(Wildwood). As stated in LDC 3-2.11(e)(2)b, Any intrusion into a recorded subdivision is limited to a corner lot. HC/LI zoning allows light manufacturing, large-scale wholesale and retail uses, and all uses commercial or industrial are limited to the confines of the buildings. HC/LI zoning provides a transition between commercial and industrial zoned properties. There are no existing industrial uses or zoning

designations in the proximity of the subject parcel. The higher intensity and density that would be created would **not** be compatible with the neighboring residential uses along the local roadway, Burlington Avenue.

**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' area, staff observed properties with zoning districts HC/LI and MDR. The majority of parcels along Burlington Ave are residentially zoned and the only commercially zoned parcels within the platted subdivision front Beverly Parkway, not local streets.

**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**

The parcel located at 703 Beverly Parkway is currently requesting a zoning change to HC/LI. The parcel next to the railroad, fronting Beverly Parkway, was rezoned from R-2 to C-2 in 2004.

**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 subject parcel is currently a residence and is within a recorded subdivision on a local roadway and the remaining parcels

along Burlington are residential in use and zoning.

**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.

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**Attachments**

Z-2017-10

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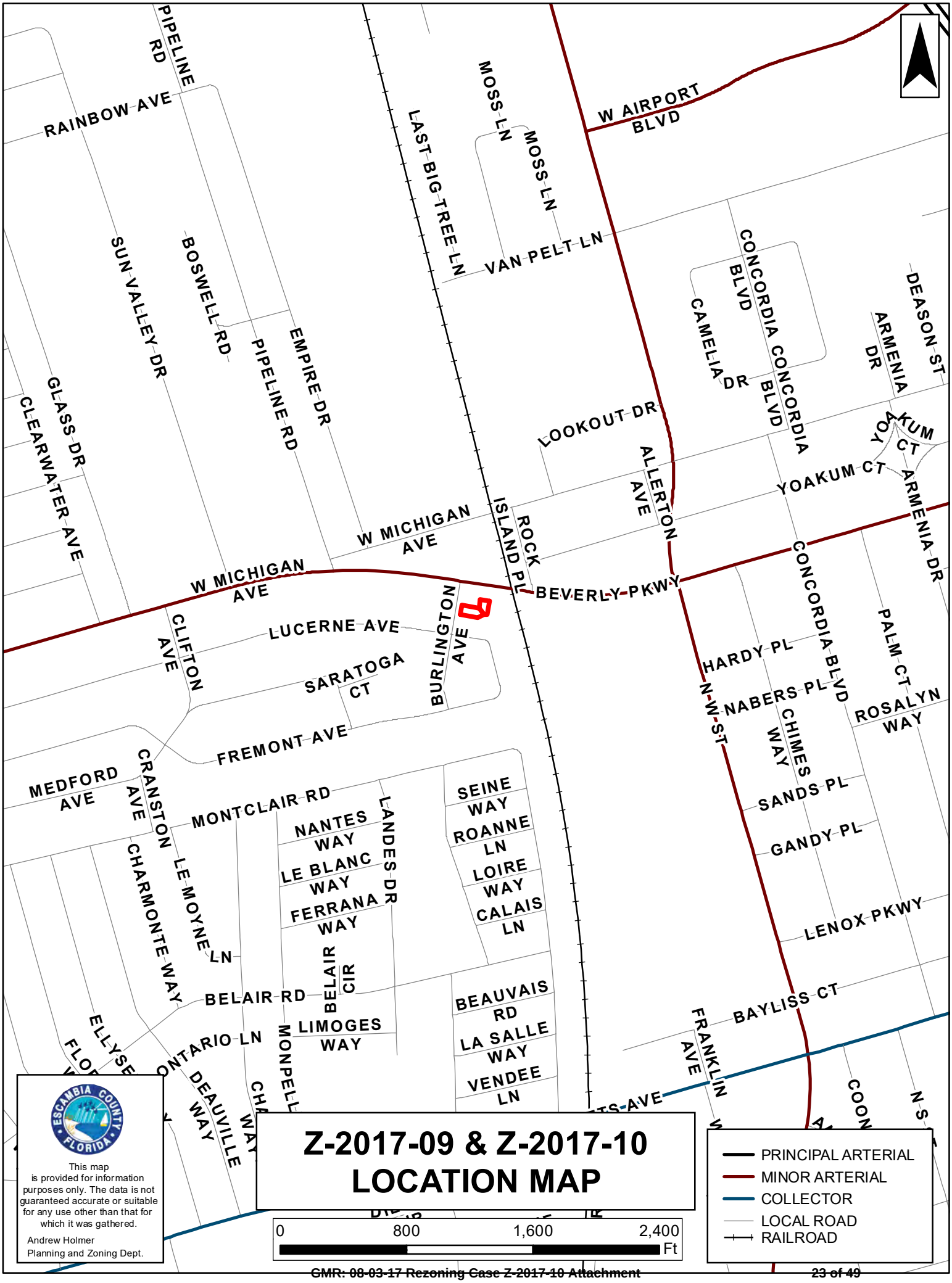
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RAINBOW AVE
SUN VALLEY DR
BOSWELL RD
PIPELINE RD
EMPIRE DR
GLASS DR
CLEARWATER AVE
MOSS LN
MOSS LN
LAST BIG TREE LN
W AIRPORT BLVD
VAN PELT LN
CONCORDIA BLVD
CAMELIA DR
CONCORDIA BLVD
ARMENIA DR
DEASON ST
LOOKOUT DR
ALLERTON AVE
YOAKUM CT
YOAKUM CT
ARMENIA DR
W MICHIGAN AVE
ISLAND ROCK PL
W MICHIGAN AVE
BEVERLY PKWY
CONCORDIA BLVD
PALM CT
CLIFTON AVE
LUCERNE AVE
BURLINGTON AVE
SARATOGA CT
HARDY PL
NABERS PL
CHIMES WAY
ROSALYN WAY
N W ST
FREMONT AVE
MEDFORD AVE
CRANSTON AVE
MONTCLAIR RD
SEINE WAY
ROANNE LN
LOIRE WAY
CALAIS LN
NANTES WAY
LE BLANC WAY
FERRANA WAY
LANDES DR
SANDS PL
GANDY PL
LENOX PKWY
CHARMONTE WAY
LE MOYNE LN
BELAIR CIR
BELAIR RD
BEAUVAIS RD
LA SALLE WAY
VENDEE LN
BAYLISS CT
ELLYSE
ONTARIO LN
LIMOGES WAY
MONPELL
DEAUVILLE WAY
FRANKLIN AVE
Z-2017-09 & Z-2017-10
LOCATION MAP
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
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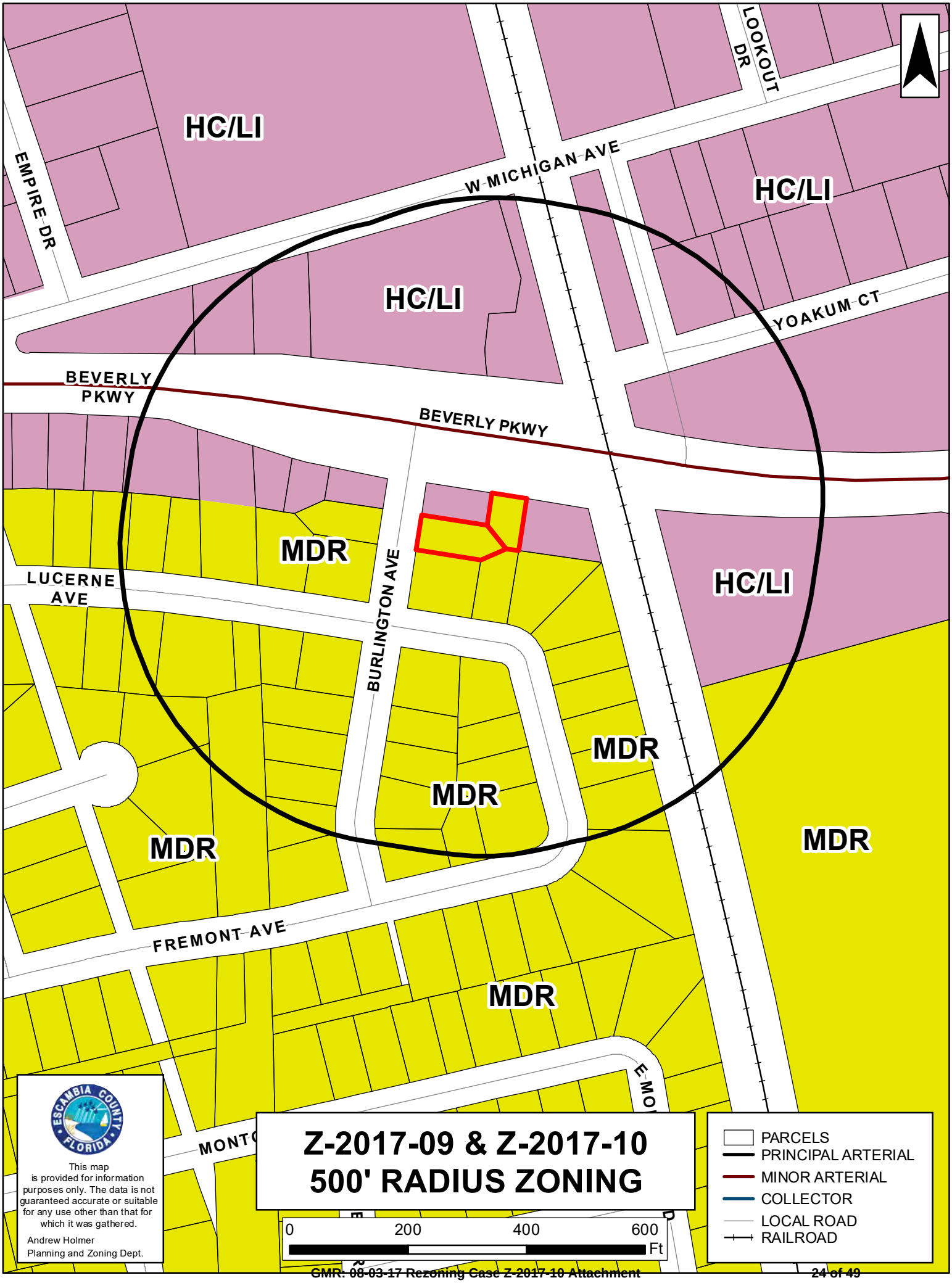
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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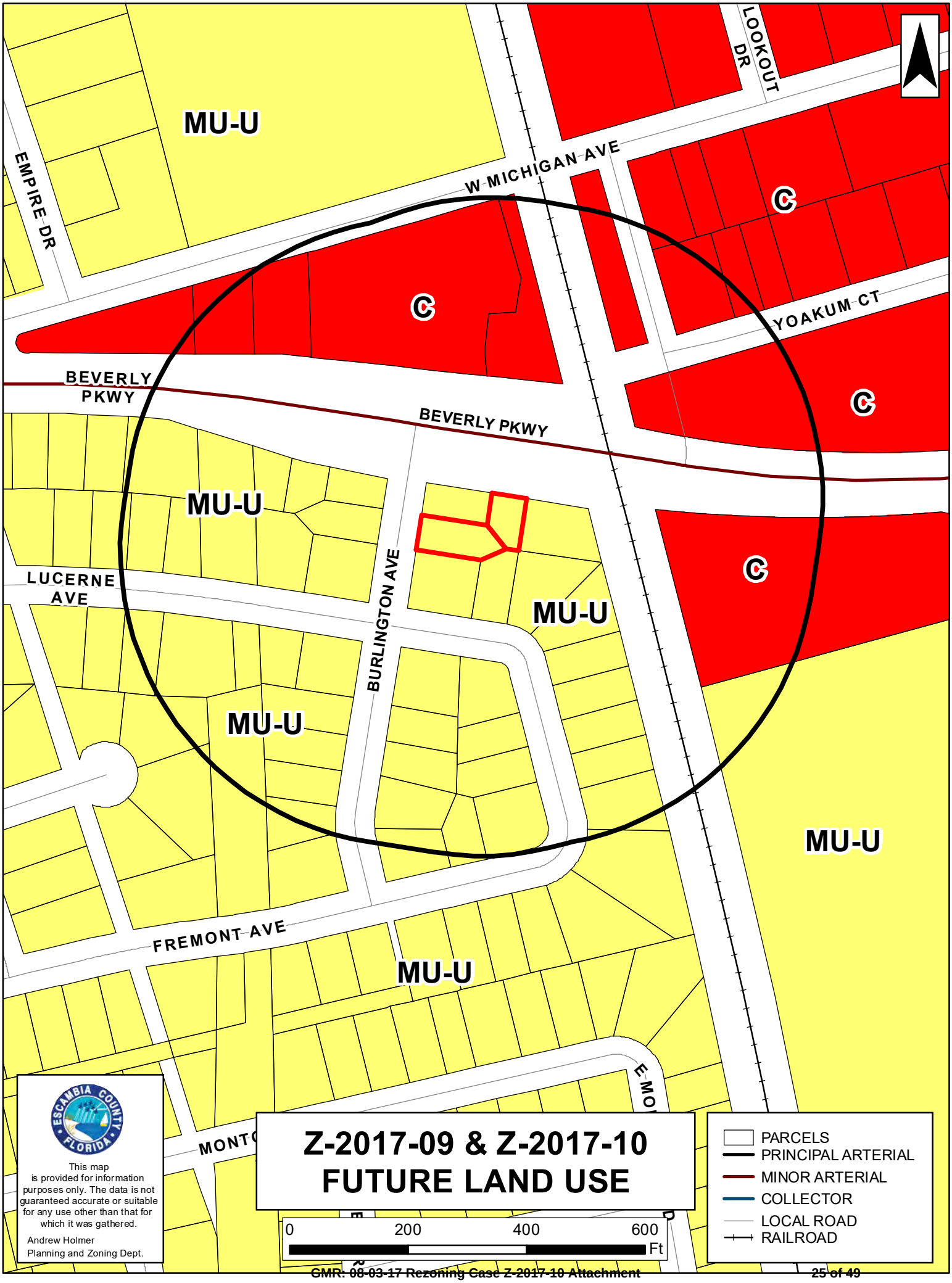
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BURLINGTON AVE
LUCERNE AVE
FREMONT AVE
Z-2017-09 & Z-2017-10
FUTURE LAND USE
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Andrew Holmer
Planning and Zoning Dept.
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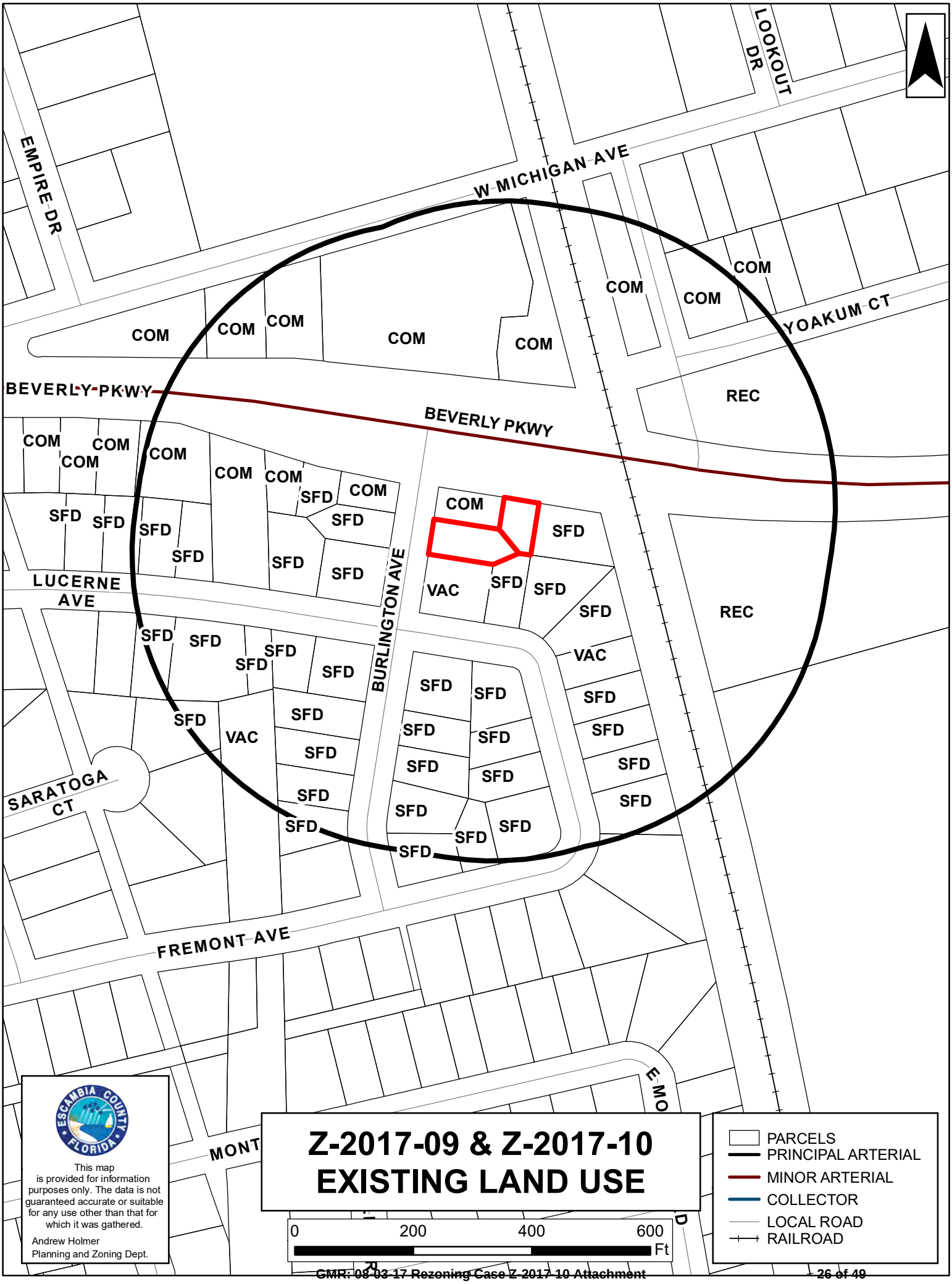
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD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RAILROAD
ESCAMBIA COUNTY FLORIDA
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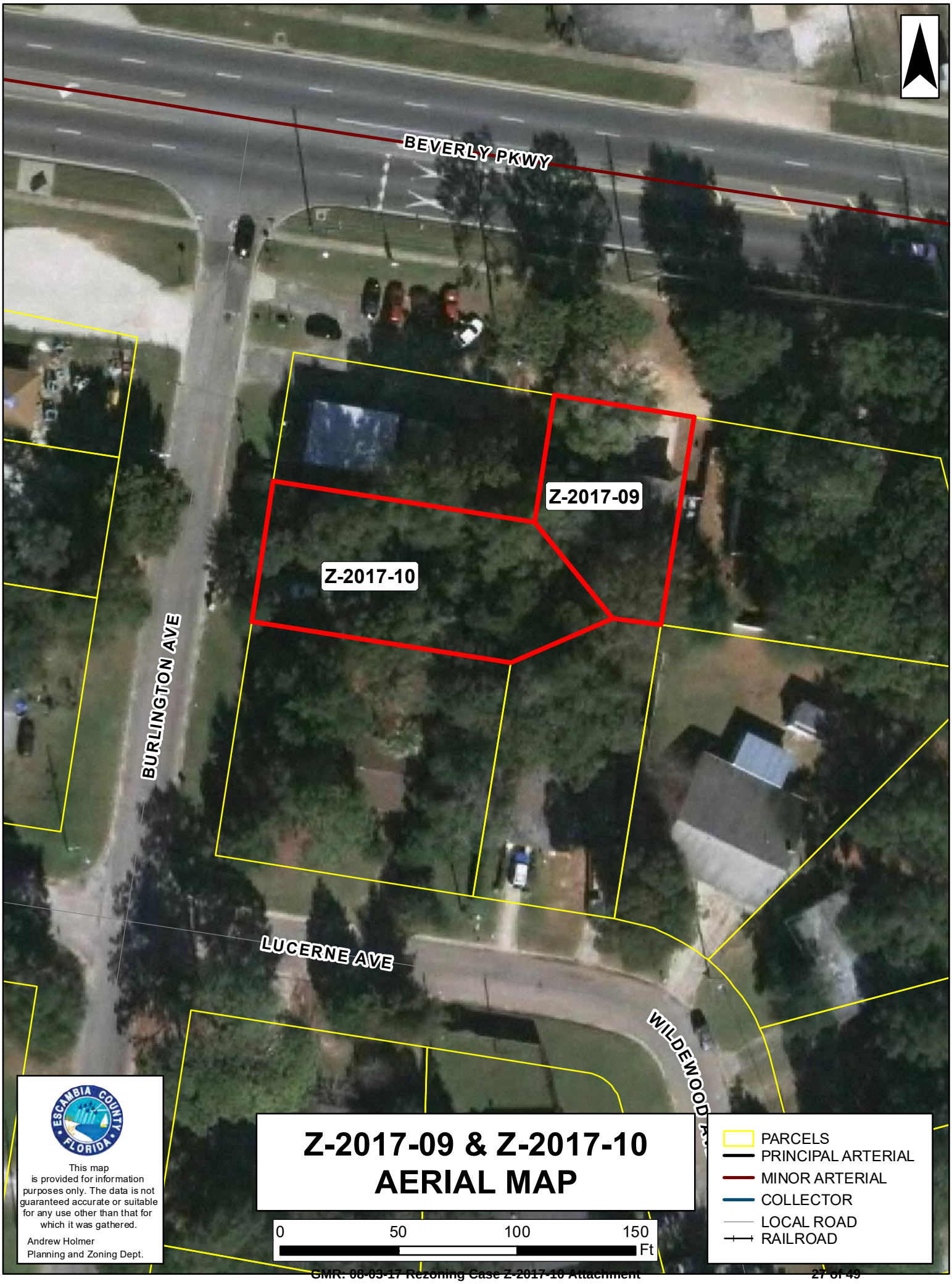
Planning and Zoning Dept.


BEVERLY PKWY
Z-2017-09
Z-2017-10
BURLINGTON AVE
LUCERNE AVE
WILDEWOOD
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-2017-09 & Z-2017-10
AERIAL MAP
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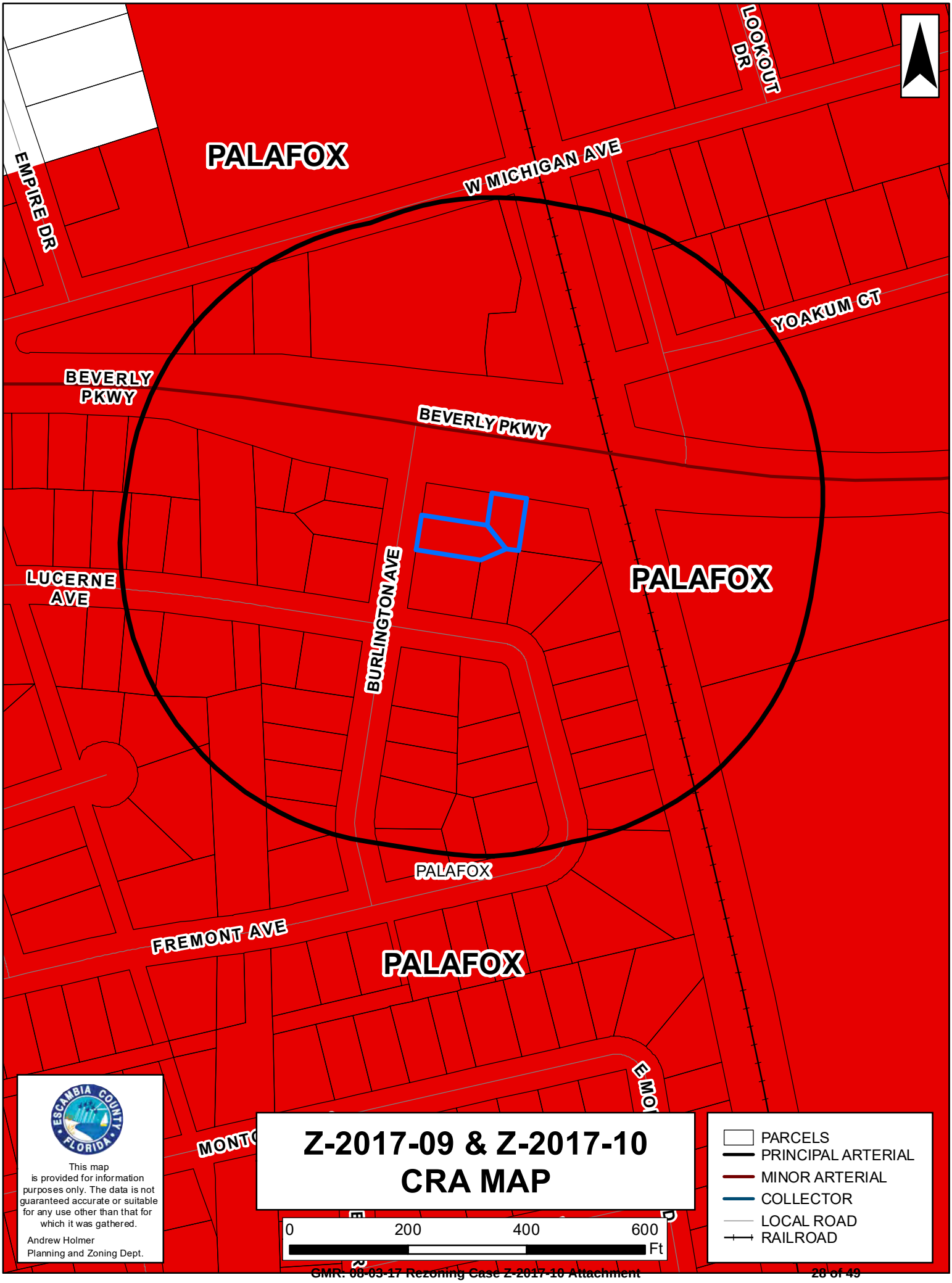
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


PALAFOX
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LOOKOUT DR
YOAKUM CT
BEVERLY PKWY
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LUCERNE AVE
BURLINGTON AVE
PALAFOX
PALAFOX
FREMONT AVE
PALAFOX
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Andrew Holmer
Planning and Zoning Dept.
Z-2017-09 & Z-2017-10
CRA MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

# Notice of Public Hearing Sign

Looking East onto site
from Burlington

Looking North towards Beverly Pkwy

Looking Northwest across Burlington

Looking South onto Burlington

Looking Southeast from Burlington Pkwy

Looking Southwest across from Burlington

PR2170500018
Z-2017-10


# Wiley C."Buddy" Page, MPA, APA

Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpage1@att.net


May 15, 2017
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

**RE: Rezoning Request**
**From Medium Density Residential to HC/LI**
**Parcel Number 46-1S-30-1100-016-011**
**Address: 5200 Burlington**
**Owner: Zenaida Palacios**

Dear Mr. Jones:

This letter together with the attached application and supporting documentation requests Planning Board consideration to change the referenced property zoning from MDR to HC/LI.

If approved, the parcel will then have the same zoning as properties located on the adjacent east and west side of the site. With regard to location criteria at LDC Sec. 3-2.11(e)(1), the attached measurement map indicates the site is located less than the maximum 1,320 feet allowed. With regard to compatibility, the request will result in adjacent zoning categories that reflect those that are currently present in the area suggesting historical compatibility.

Please contact me if you have any questions or require anything further. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

PLANNING • ZONING • SITE SELECTION • LITIGATION SUPPORT

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-2017-10 Accepted by: A. Cam PB Meeting: 7/11/2017

1. **Contact Information:**

   A. **Property Owner/Applicant:** Zenaida Palacios

   Mailing Address: 4916 Saufley Field Road Pensacola, Florida 32526

   Business Phone: _____ Cell: 850-232-9853

   Email: _____

   B. **Authorized Agent (if applicable):** Wiley C."Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: _____ Cell: 850-232-9853

   Email: budpage1@att.net

   ***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: 5200 Burlington Pensacola, Florida 32505

   Parcel ID (s): 46-1S-30-1100016-011

   B. Total acreage of the subject property: 0.1801

   C. Existing Zoning: MDR

   Proposed Zoning: HC/LI

   FLU Category: MU-U

   D. Is the subject property developed (if yes, explain): _____

   E. Sanitary Sewer: [ ] Septic: [X]

## 3. Amendment Request

**A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.**

Owners owns 4 adjacent lots; two are presently zoned HC/LI; this and a second application seeks to change so that all will have the same zoning category.

**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.

The requested HC/LI zoning category is a listed and permitted use under the Mixed Use-Urban FLU thus suggesting it is consistent with the Comprehensive Plan.

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 Land Development Code category of HC/LI is currently located on both sides of Beverly Parkway indicating it is established within the area. This pre-existance in the area suggests it is consistent with purposes and intent of the LDC.

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.
The existing zoning along Beverly Parkway shows frontage lots classified as HC/LI while most lots backing up to these HC/LI being classified and Medium Density/Residential MDR. The requested zoning change maintains this existing pattern suggesting compatibility.

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.
No significant changed conditions observed.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.
This request would follow and be consistent with the exixting development pattern along this area of Beverly Parkway.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.
The property was observed to be high and dry.

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): 46-1S-30-1100-016-011

Property Address: 5200 Burlington Pensacola, Florida 52505

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

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

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

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF_____ _____.

| | | |
|---|---|---|
| Z Palacios | Zenaida Palacios | 04-10-2017 |
| Signature of Property Owner | Printed Name of Property Owner | 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 5200 Burlington Pensacola, Florida, property reference number(s) 46-1S-30-1100-016-011 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. 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 |
|---|---|---|
| Palacios | Zenaida Palacios | 04-10-2017 |
| | | |

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10 day of April 2017, by Zenaida Palacios.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FL. DL.

Signature of Notary — Printed Name of Notary: Shannon Martin

SHANNON MARTIN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires Nov. 2, 2018 Comm. # FF 173530

(Notary Seal)

## 5. Submittal Requirements

A. ☐ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ☐ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

**Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.**

C. ☐ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. ☐ 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 |
|---|---|---|
| Z Palacios | Zenaida Palacios | 04-10-2017 |
| Signature of Owner | Printed Name of Owner | Date |
| | | |

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 10 day of April 2017, by Zenaida Palacios

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FL DL.

| Signature of Notary | Printed Name of Notary | (notary seal) |
|---|---|---|
| Shannon Martin | Shannon Martin | |

SHANNON MARTIN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires Nov. 2, 2018 Comm. # FF 173530

This Instrument Prepared By:
Tina M. Wiles
Gulf Coast Title Partners, LLC
1403 E. Belmont Street
Pensacola, Florida 32501
Phone #(850) 202-6938
File #P-02-8

10.50
483.00

Parcel ID: #46-1S-30-1100-016-011

OR BK 4866 PG0179
Escambia County, Florida
INSTRUMENT 2002-940894

DEED DOC STAMPS-PD @ESC CO $ 483.00
03/11/02 ERNIE LEE MAGAHA, CLERK
By:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Ahmad Safakhoo, a single man,** (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto **Zenaida Palacios, a single woman,** (herein "Grantee"), whose address is 5227 Cerny Road, Pensacola, Florida 32526, her successors and/or assigns, forever, the following described real property located in Escambia County, Florida:

Lots 16 and 17, Block 11, Wildewood Subdivision as recorded in the public records of Escambia County, Florida, a portion of Sections 46 and 10, Township 1 and 2 South, Range 30 West, according to plat recorded in Plat Book 4, Pages 47A and B of the public records of said county.

Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions of record and matters appearing on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2002 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons whomsoever lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of March, 2002.

Signed, sealed and delivered
in the presence of:

Name: MARIA MANGUAL

Name: ERWIN F. ALLWORTH

Ahmad Safakhoo
2222 Frank Street
Pensacola, Florida 32514

STATE OF FLORIDA
COUNTY OF ESCAMBIA

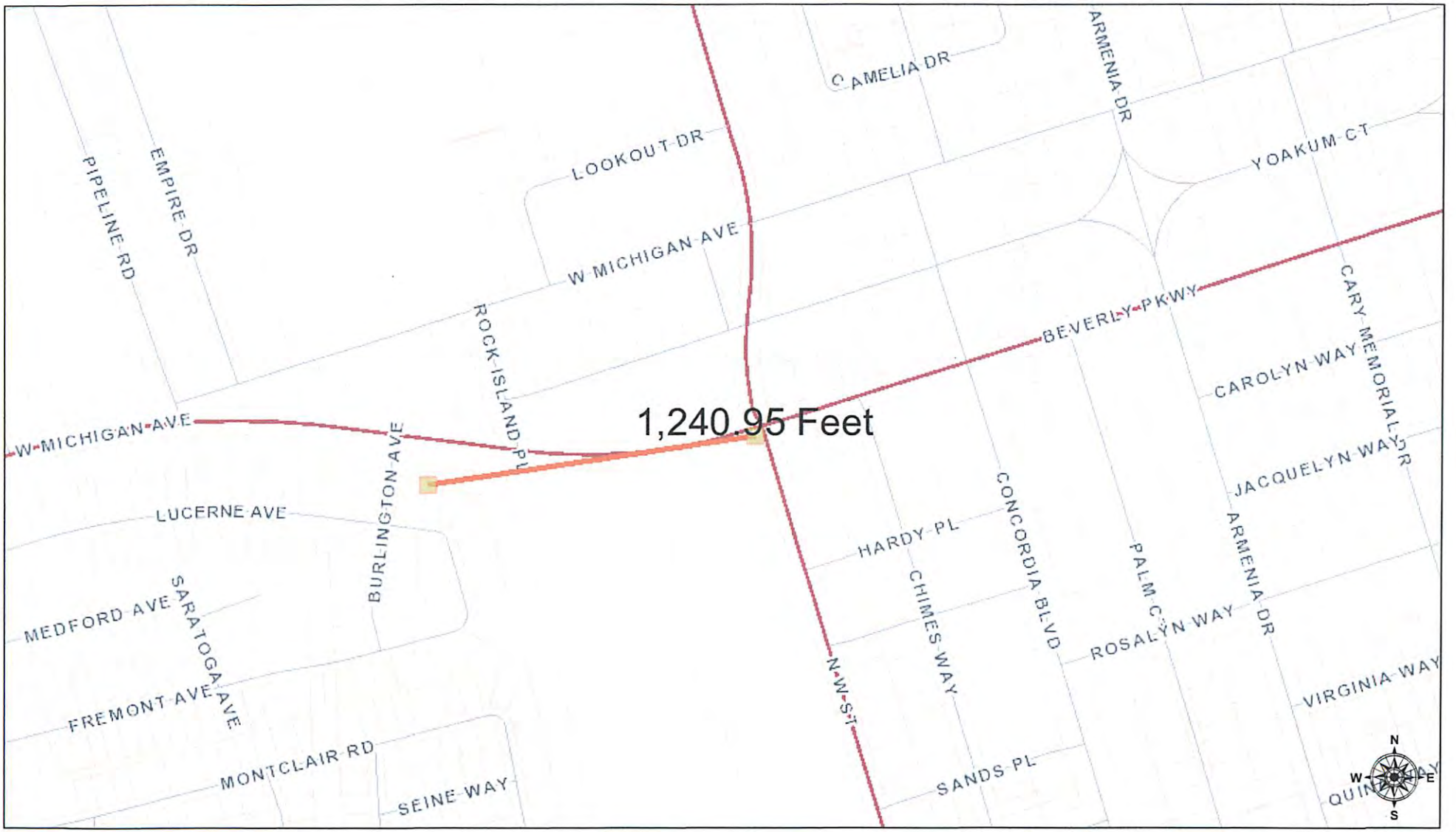
The foregoing instrument was acknowledged before me this 6th day of March, 2002, by Ahmad Safakhoo, a single man, who did not take an oath and who:

___ is/are personally known to me.
✓ produced current FL driver's license as identification.
___ produced _____ as identification.

Notary Seal Must Be Affixed)
MY COMMISSION # CC 882716
EXPIRES: October 25, 2003
Bonded Thru Notary Public Underwriters

Notary Public
Tina M. Wiles
Name of Notary Printed
My Commission Expires:_____
Commission Number:_____

# Site to "W" St. Less Than 1,320 Feet




May 24, 2017

1:6,885

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

**pointLayer**
- Override 1

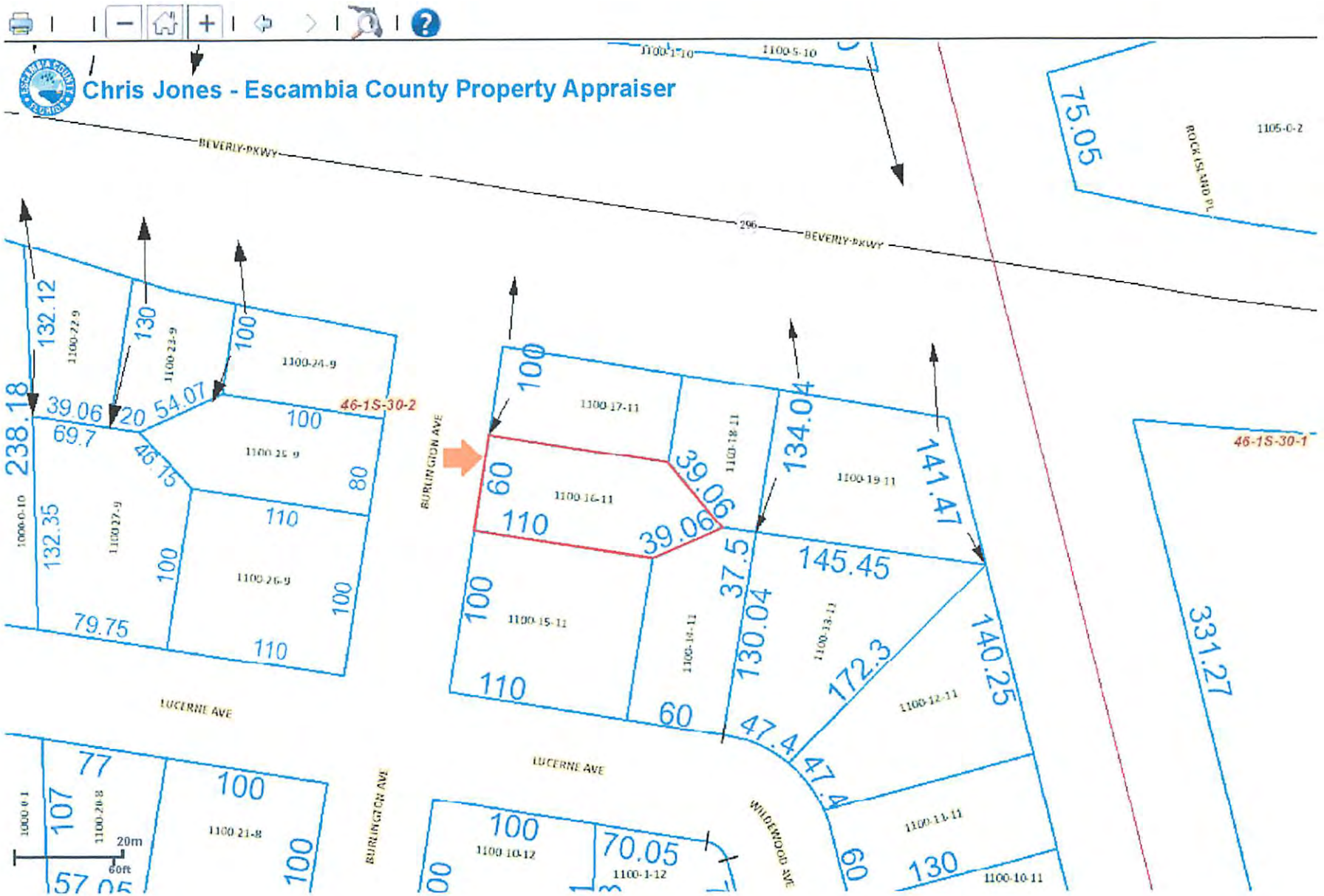
**polylineLayer**
- Override 1

**Streets**
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

County Outline

2017

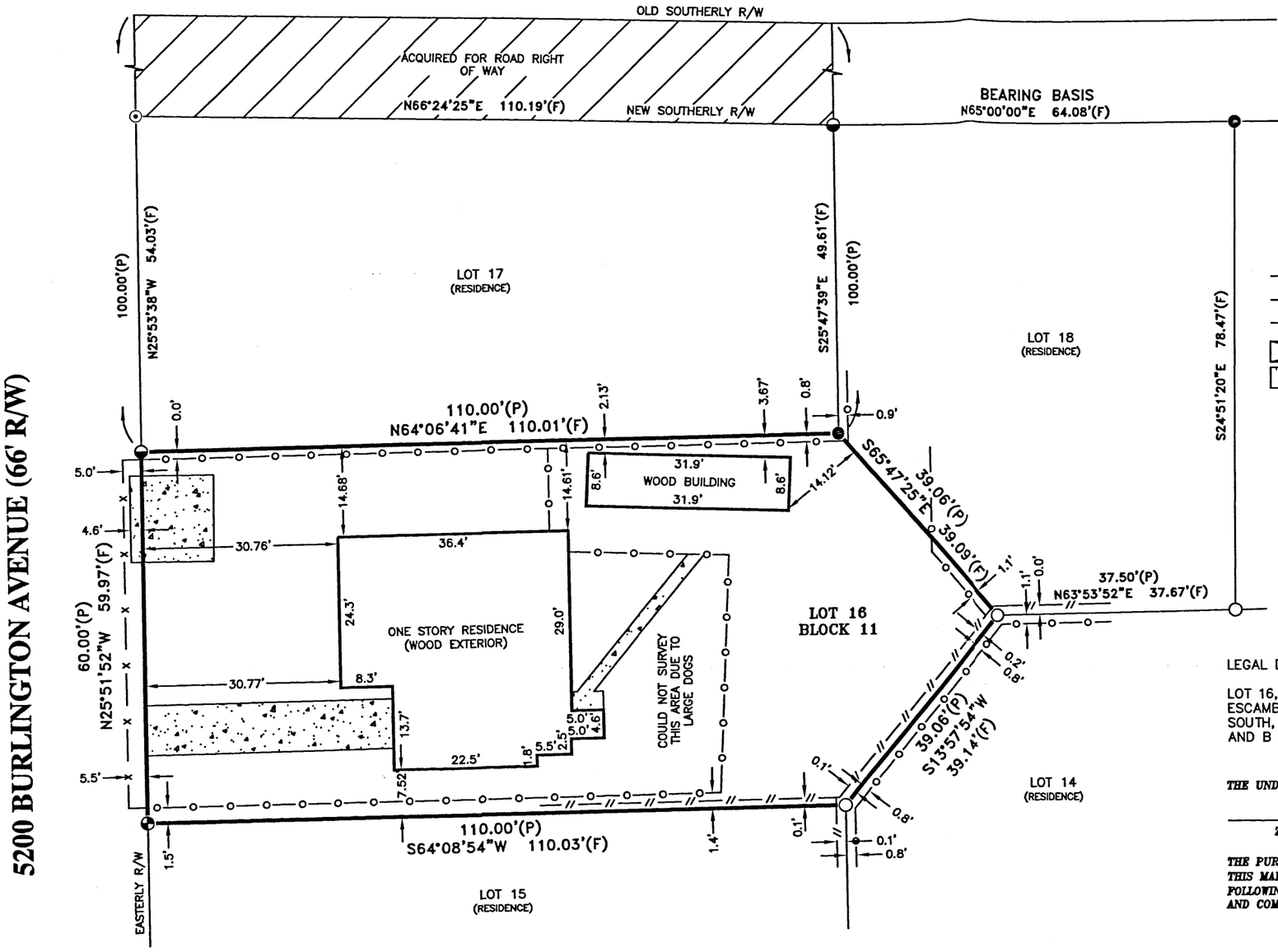



5200 Burlington
Parcel No. 46-1S-30-1100-016-011

EMPIRE
LAND·SURVEYING INC

# BOUNDARY SURVEY

## 5200 BURLINGTON AVENUE
## A PORTION OF SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA




## LEGEND

| | |
|---|---|
| R/W | RIGHT OF WAY |
| O.R. | OFFICIAL RECORD BOOK |
| L.B. | LICENSED BUSINESS |
| —//—//— | 4' CHAIN LINK FENCE |
| —x— | 4' WOOD PRIVACY FENCE |
| —o—o— | 6' WOOD FENCE |
| | COVERED (ROOFED) AREA |
| | CONCRETE |
| ● | FOUND 1/2" IRON ROD |
| ◒ | FOUND 1/2" CAPPED IRON ROD – #4655 |
| ○ | FOUND 1/2" CAPPED IRON ROD ILLEGIBLE |
| ◒ | SET 1/2" CAPPED IRON ROD – ELSI L.B. #6993 |
| ⊙ | FOUND PK NAIL |

North
ASSUMED

Feet
0 5 10 20 40

Scale: 1" = 20'

LEGAL DESCRIPTION: (A PORTION OF O.R. BOOK 4866, PAGE 179)

LOT 16, BLOCK 11, WILDEWOOD SUBDIVISION AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, A PORTION OF SECTIONS 46 AND 10, TOWNSHIP 1 AND 2 SOUTH, RANGE 30 WEST, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4, PAGES 47A AND B OF THE PUBLIC RECORDS OF SAID COUNTY.

*THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:*

ZENAIDA PALACIOS

*THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:*

ZENAIDA PALACIOS

CLIENT: PEREZ

SOURCE OF INFORMATION: FIELD EVIDENCE; DEEDS OF RECORD; PLAT RECORDED IN: PRIOR SURVEYS/DRAWINGS

BASIS OF BEARING: N65°00'00"E SOUTHERLY R/W BEVERLY PARKWAY (ASSUMED)

TYPE SURVEY: BOUNDARY WITH IMPROVEMENTS

*GENERAL NOTES:*

1. Fence locations as drawn are not to scale. 11. This drawing only reflects setback lines, which appear on the recorded plat.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing. 12. This property may also be subject to setback lines mandated by zoning.
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); Description = (DS); 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 for ownership, easements, or 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.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


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


| REVISIONS | FIELD BOOK | DATE |
|---|---|---|
| | | |

POSSIBLE ENCROACHMENTS: FENCES, CONCRETE

## SURVEYORS CERTIFICATE

*I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.*

PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5766, STATE OF FLORIDA

MARCH 23, 2017 DATE

LELAND M. EMPIE, P.S.M.

SCALE: 1"= 20'
FIELD DATE: 3/20/17
ORDER NO: 64-17
FIELD BOOK: 180/41

C:\Thad's Drawings\64-17.dwg, 3/23/2017 8:59:07 AM

**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:June 21, 2017**

**RE:** **Transportation & Traffic Operations (TTO) Comments – Z-2017-10**

TTO Staff has reviewed the Rezoning Case (Z)-2017-10, 5200 Burlington Avenue, agenda item for the upcoming Planning Board meeting scheduled for July 11, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in the County's Capital Improvement Program within the vicinity of the subject parcel.

At this time, TTO has no immediate comments for the proposed rezoning request.

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

Tonya Gant, Director
Neighborhood & Human Services Department

Clara Long, Division Manager
Community Redevelopment Agency

June 14, 2017

Horace Jones, Director
Escambia County Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

**SUBJECT: REZONING REQUEST FOR THE FOLLOWINGS:**
**PARCEL#46-1S-30-1100-016-011 FROM MDR TO HC/LI**
**ADDRESS: 5200 Burlington Drive**

Horace,

I have reviewed the Rezoning Request package for the abovementioned location and my comments are below:

**Sec. 3-3.6 (Palafox Overlay)**

**(a)** Purpose. Palafox Overlay district establishes supplemental land use regulations to support the objectives of the adopted Palafox area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization and support a mix of commercial, industrial, and residential uses within the Palafox area.

Both the Palafox Overlay and the Palafox Area Community Redevelopment Plan does not address rezoning, however the property located at **5200 Burlington** is currently be used as residential and with a rezoning to HC/LI would **not be** compatible with the surrounding residential uses that faces Burlington and Lucerne Ave.

If you have any questions or comments, please contact me at 850-595-3596.

Sincerely,

Clara Long, CRA Division Manager

Google Maps 800 Beverly Pkwy

Image capture: Apr 2016 © 2017 Google

Pensacola, Florida

Street View - Apr 2016

Applicant Exhibit 1
Z-2017-10

GMR: 08-03-17 Rezoning Case Z-2017-10 Attachment

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12549** **Growth Management Report 16. 2.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**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 July 10, 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-2017-08 and Z-2017-09 were heard by the Planning Board on July 10, 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.

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**Attachments**

Draft Ordinance

---

**ORDINANCE NUMBER 2017-_____**

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

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

**Section 1. Purpose and Intent.**

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

| | |
|---|---|
| **Case No.:** | **Z-2017-08** |
| Address: | 4200 BLK Spanish Trial and 4224 Creighton Road |
| Property Reference No.: | 09-1S-29-3001-016-001; 09-1S-29-3001-014-001 |
| Property Size: | 0.19 (+/-) acres |
| From: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| To: | HDMU, High Density Mixed-use district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |

| | |
|---|---|
| **Case No.:** | **Z-2017-09** |
| Address: | 703 Beverly Parkway |
| Property Reference No.: | 46-1S-30-1100-018-011 |
| Property Size: | 0.10 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |

DRAFT

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 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-12539** **Growth Management Report 16. 3.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-01
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-01

That the Board of County Commissioners (BCC) review and adopt a Small Scale Map Amendment, SSA-2017-01, amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) Map, changing the FLU category of a parcel within Section 25, Township 1S, Range 31W, Parcel Number 25-1S-31-2304-000-001, totaling 3.25 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

## BACKGROUND:

The applicant is requesting a FLU Map amendment for a 3.25 (+/-) acre parcel, from Commercial (C) to Mixed-Use Urban (MU-U), that would eliminate the FLU constraint of residential development permitted only as secondary to primary commercial development of the parcel.

## 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 recommendations or comments from that review are attached herein.

## PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Amendment of the Comprehensive Plan 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 Comprehensive Plan will be filed with the Department of State following adoption by the BCC.

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map of the Comprehensive Plan 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.

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**Attachments**

Working Case File
Draft Ordinance
Clean Ordinance

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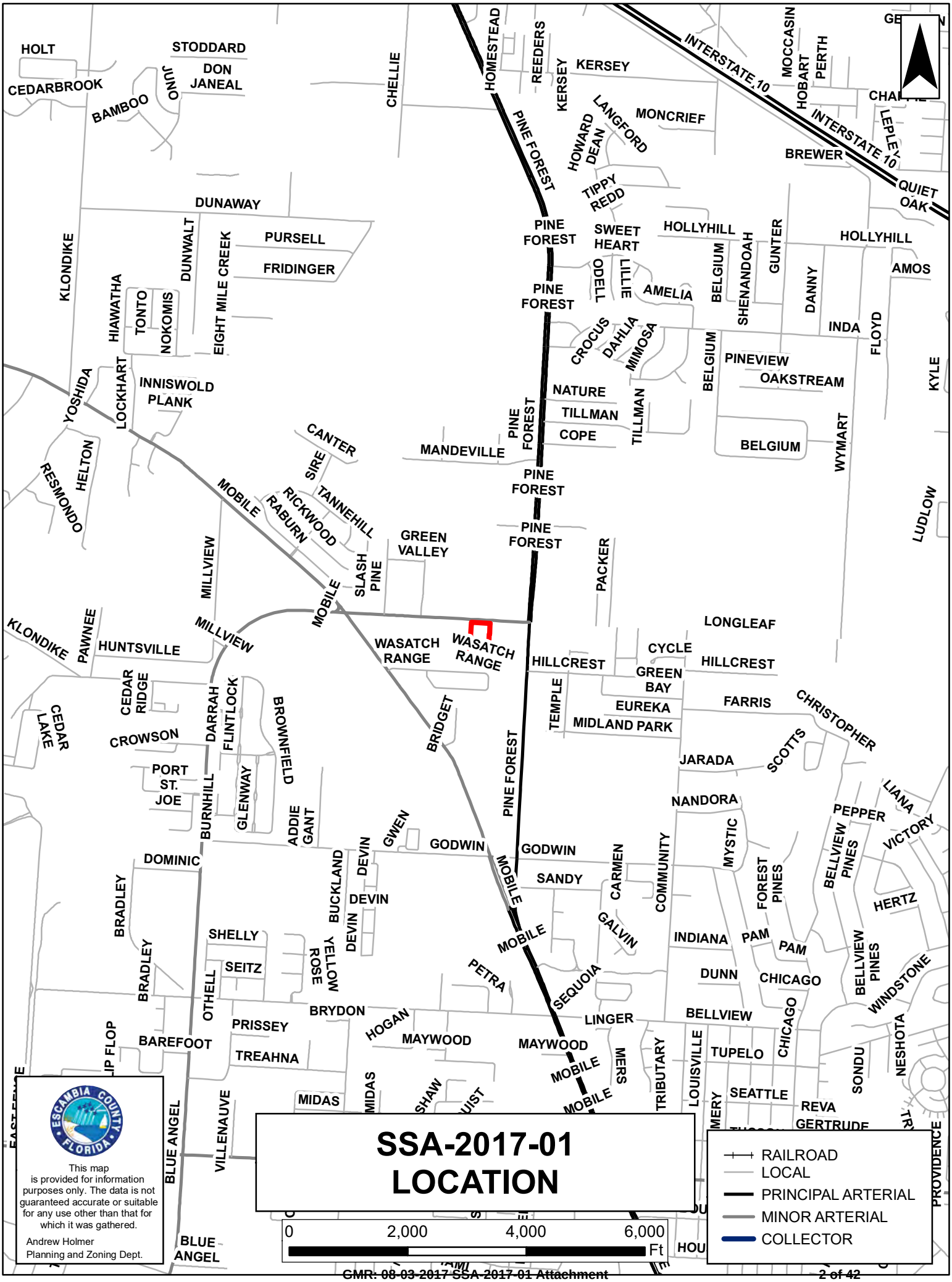
# SSA-2017-01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CEDARBROOK
DON JANEAL
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MOCCASIN
HOBART
PERTH
LEPLEY
BREWER
QUIET OAK
HOWARD DEAN
LANGFORD
MONCRIEF
PINE FOREST
TIPPY REDD
DUNAWAY
KLONDIKE
DUNWALT
PURSELL
FRIDINGER
EIGHT MILE CREEK
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PINE FOREST
SWEET HEART
HOLLYHILL
GUNTER
HOLLYHILL
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ODELL
LILLIE
AMELIA
BELGIUM
SHENANDOAH
DANNY
INDA
FLOYD
CROCUS
DAHLIA
MIMOSA
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OAKSTREAM
KYLE
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LOCKHART
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COPE
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MANDEVILLE
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RICKWOOD
RABURN
TANNEHILL
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LUDLOW
GREEN VALLEY
SLASH PINE
PACKER
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KLONDIKE
PAWNEE
HUNTSVILLE
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LONGLEAF
HILLCREST
CYCLE
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GREEN BAY
EUREKA
MIDLAND PARK
FARRIS
CHRISTOPHER
TEMPLE
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FLINTLOCK
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CROWSON
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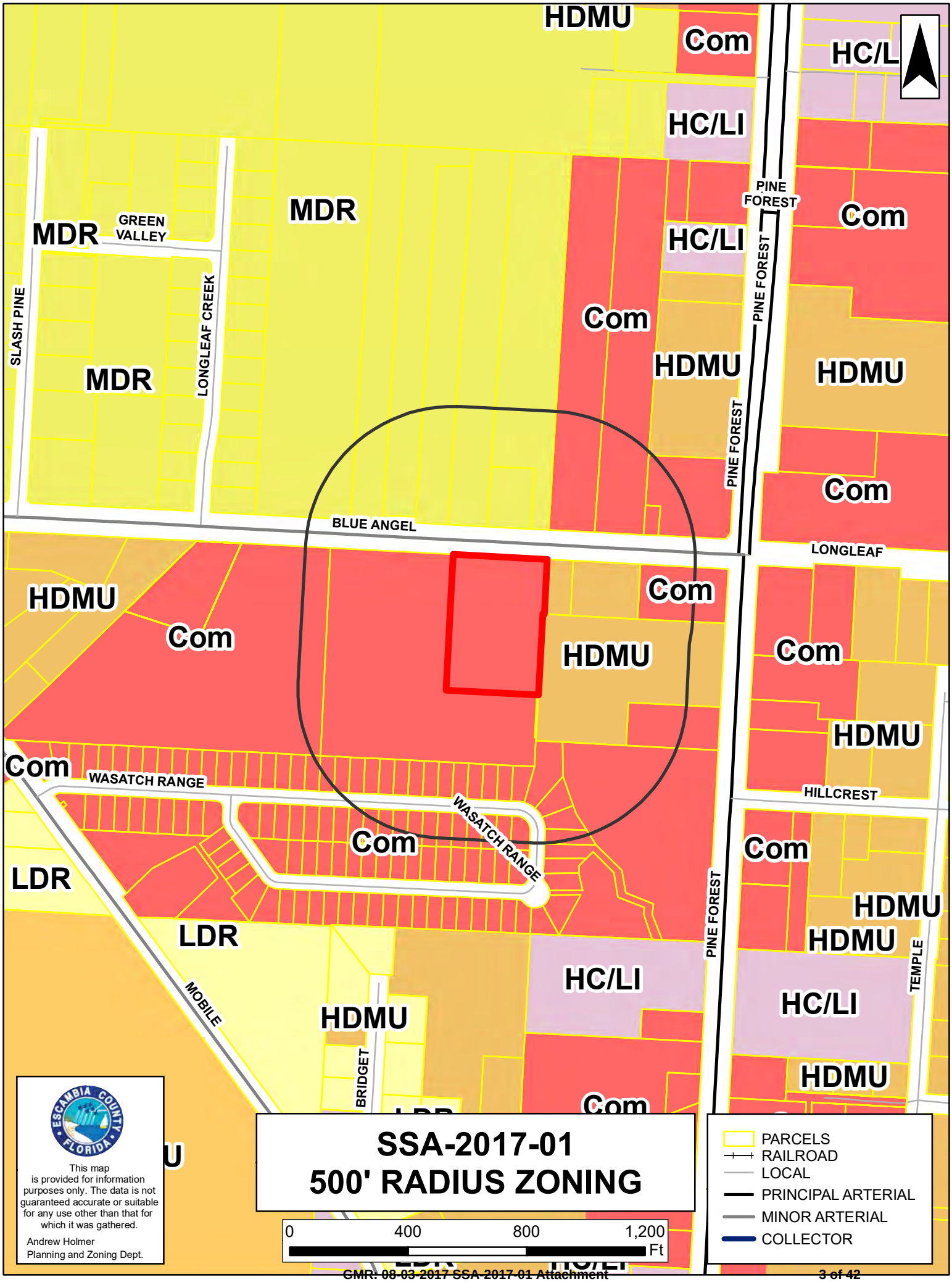
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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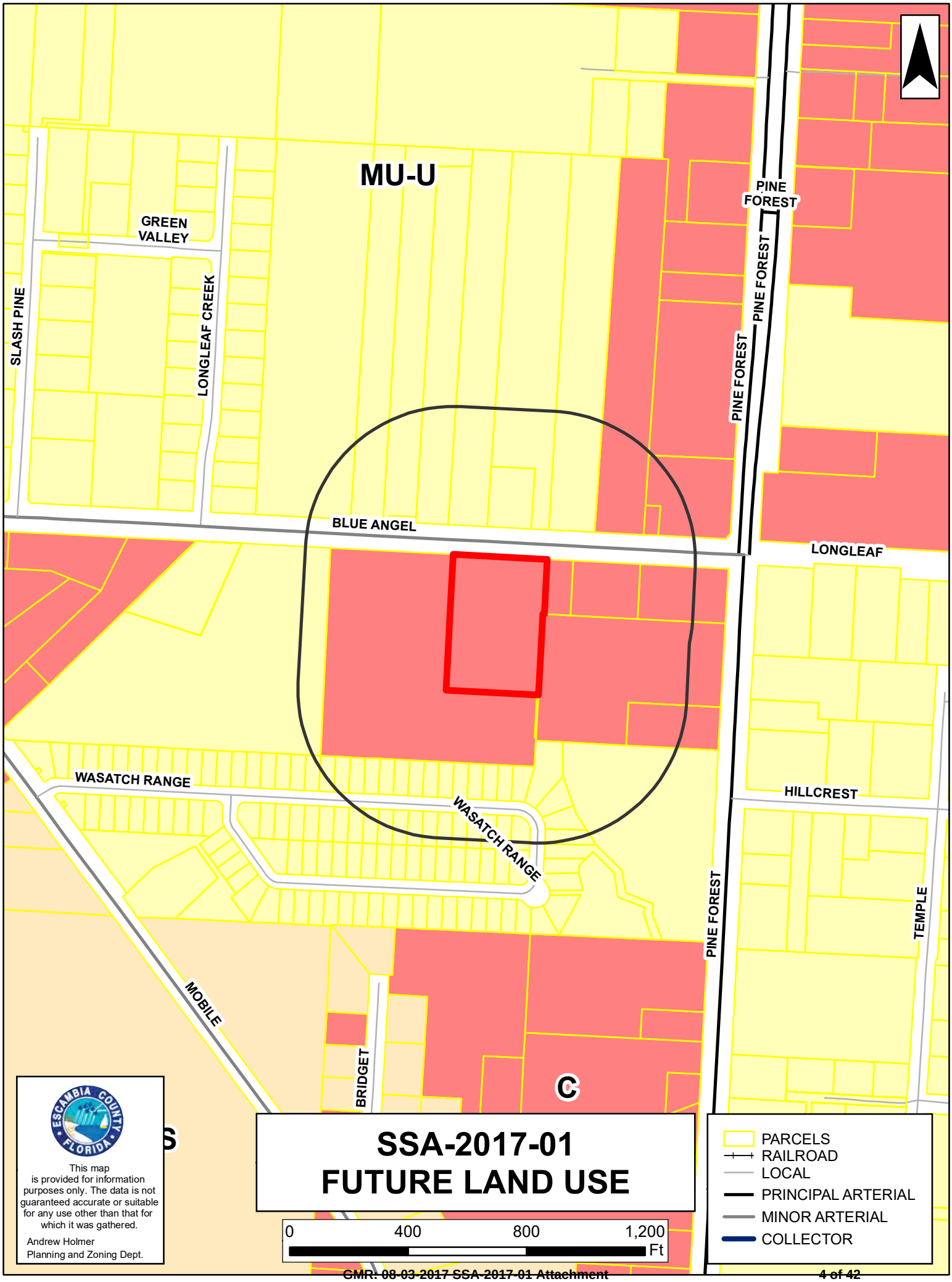
Planning and Zoning Dept.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Andrew Holmer
Planning and Zoning Dept.
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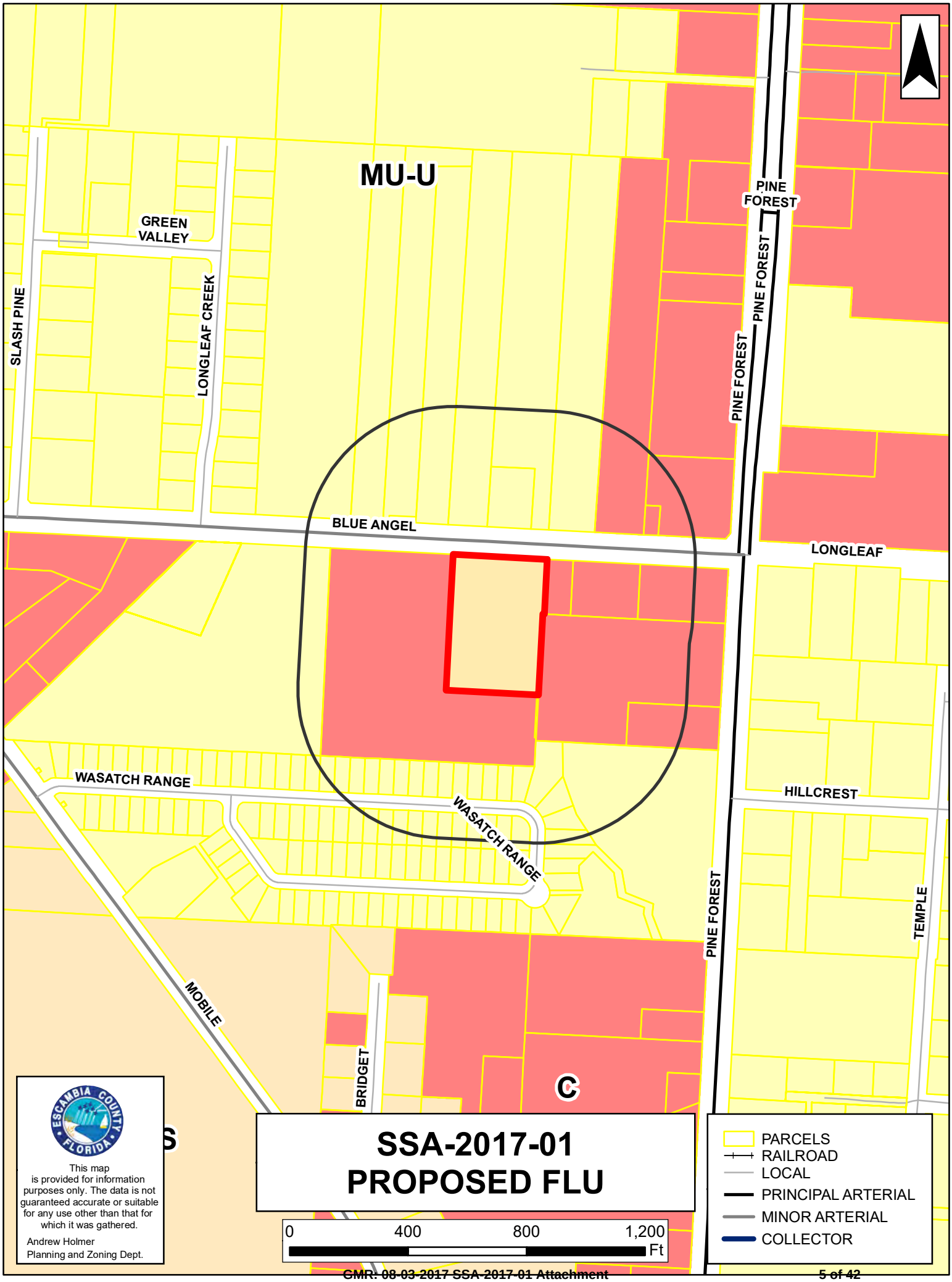
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Andrew Holmer
Planning and Zoning Dept.

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Andrew Holmer
Planning and Zoning Dept.

NOTICE OF
REQUEST FOR FUTURE
LAND USE CHANGE
EXISTING FUTURE LAND USE C
PROPOSED FUTURE LAND USE MU-U
CPA NUMBER SSA-2017-01
PLANNING BOARD
DATE: 07/10/17 TIME: 8:35 AM
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM
BOARD OF COUNTY COMMISSIONERS
DATE: 08/03/17 TIME: 5:46 PM
ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
1st FLOOR BCC CHAMBERS
FOR MORE INFORMATION, CALL:
ESCAMBIA COUNTY DEVELOPMENT SERVICES

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpage1@att.net

May 15, 2017
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

**RE: Small Scale Future Land Use Change**
**From Commercial to Mixed Use-Urban MU-U**
**Parcel Number 25-1S-31-2304-000-005**
**Address: 7155 North Blue Angel Parkway**
**Owners: Hershel and Debra H. Horne**

Dear Mr. Jones:

This letter together with the attached application and supporting documentation requests Planning Board consideration to change the referenced property Future Land Use from Commercial to Mixed Use-Urban MU-U.

If approved, the parcel will then have the same zoning and future land use classifications as the existing apartment complex located west and adjacent to the site. With regard to location criteria, the site is located within 1,000 feet from the Pine Forest Road intersection, which is a major collector roadway. Owners contemplate construction of another apartment complex.

Please contact me if you have any questions or require anything further. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

SSA 2017-01

PPB 170500004

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## FUTURE LAND USE MAP AMENDMENT APPLICATION

**(THIS SECTION FOR OFFICE USE ONLY):**

**TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT** ✓
**LARGE SCALE FLU AMENDMENT** _____

**Current FLU:** Com **Desired FLU:** MU-U **Zoning:** Com **Taken by:** A Cain

**Planning Board Public Hearing, date(s):** 7/11/2017

**BCC Public Hearing, proposed date(s):** 8/3/2017

**Fees Paid** _____ **Receipt #** _____ **Date:** 5/25/17

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL**

Name: Hershel H.& Debra H. Horne

Address: 7155 Blue Angel Parkway

City: Pensacola State: Florida Zip Code: 32534

Telephone: ( ) 850.232.9853

Email: _____

**DESCRIPTION OF PROPERTY:**

Street address: 7155 Blue Angel Parkway Pensacola, Florida 32526

Subdivision:

Property reference number: Section 25 Township 1S Range 31

Parcel 2304 Lot 000 Block 001

Size of Property (acres) 3.25ac

## AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

**By my signature, I hereby certify that:**

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Herschel N. Horne — Printed Name — Date

Signature

Debra Horne — Debra H. Horne — Date

Signature — Printed Name

Address: ~~7000~~ 7155 Blue Angel Parkway

City: Pensacola, State: FL Zip: 32526

Telephone ( ) 850 - ~~232~~9853 Fax # ( ) - 5/22/2017

Email:

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 22nd day of May, year of 2017 by, Herschel Horne/Debra Horne who ( ) did (X) did not take an oath. He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current FL DL as identification.

5/22/2017 — Carlie G Ciccone

Signature of Notary Public Date — Printed Name of Notary

My Commission Expires FF 933720 Commission No. 11/4/19
(Notary seal must be affixed)

CARLIE G. CICCONE
MY COMMISSION # FF 933720
EXPIRES: November 4, 2019

## AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7155 ~~7000~~ Blue Angel Parkway,

Pensacola, Florida, Property Reference Number(s) 28-1S-31-2304-000-001,

I hereby designate W.C."Buddy" Page, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 22 day of MAY, the year of 2017, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Herschel N. Horne — Debra H. Horne

Signature of Property Owner — Date — Printed Name of Property Owner

5-22-2017

Signature of Agent — Date — Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 22nd day of May, year of 2017, by Herschel Horne, Debra Horne, who ( ) did (X) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current FL DL as identification.

Carlie G. Ciccone 5/22/17 Carlie G. Ciccone

Signature of Notary Public — Date — Printed Name of Notary Public

Commission Number FF 933720 My Commission Expires 11/4/19

(Notary seal must be affixed)

CARLIE G. CICCONE
MY COMMISSION # FF 933720
EXPIRES: November 4, 2019

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Horne Small Scale Amendment

Property reference #: Section 28 Township 1S Range 31

Parcel # 2304-000-001

Project Address:

7000 Blue Angel Parkway

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, 20_____**

I Herschel N. Horne — Debra H. Horne

**Owner's signature** — **Owner's name (print)**

5/22/2017 — W.C. PAGE

**Agent's signature** — **Agent's name (print)**

Record. $10.50
Doc Stamps $0.70
$11.20

OR BK 4853 PG0467
Escambia County, Florida
INSTRUMENT 2002-932913

DEED DOC STAMPS PD @ ESC CO $ 0.70
02/15/02 ERNIE LEE MAGAHA, CLERK
By:

Prepared by and return to:
Linda F. Christenson

**Lawrence C. Schill, P.A.**
**226 South Palafox Street 6th Floor**
**Pensacola, FL 32501**
File Number: **01-02BAP**
Will Call No.:

[Space Above This Line For Recording Data]

**CORRECTIVE**

# Warranty Deed

**This Warranty Deed** made this **30th** day of **August, 2001** between **Blue Angel Parkway, L. L. C., a Florida Limited Liability Company** whose post office address is **Post Office Box 710, Pensacola, FL 32593**, grantor, and **Herschel H. Horne and Debra H. Horne, husband and wife** whose post office address is **7585 Mobile Highway, Pensacola, FL 32526**, grantee:

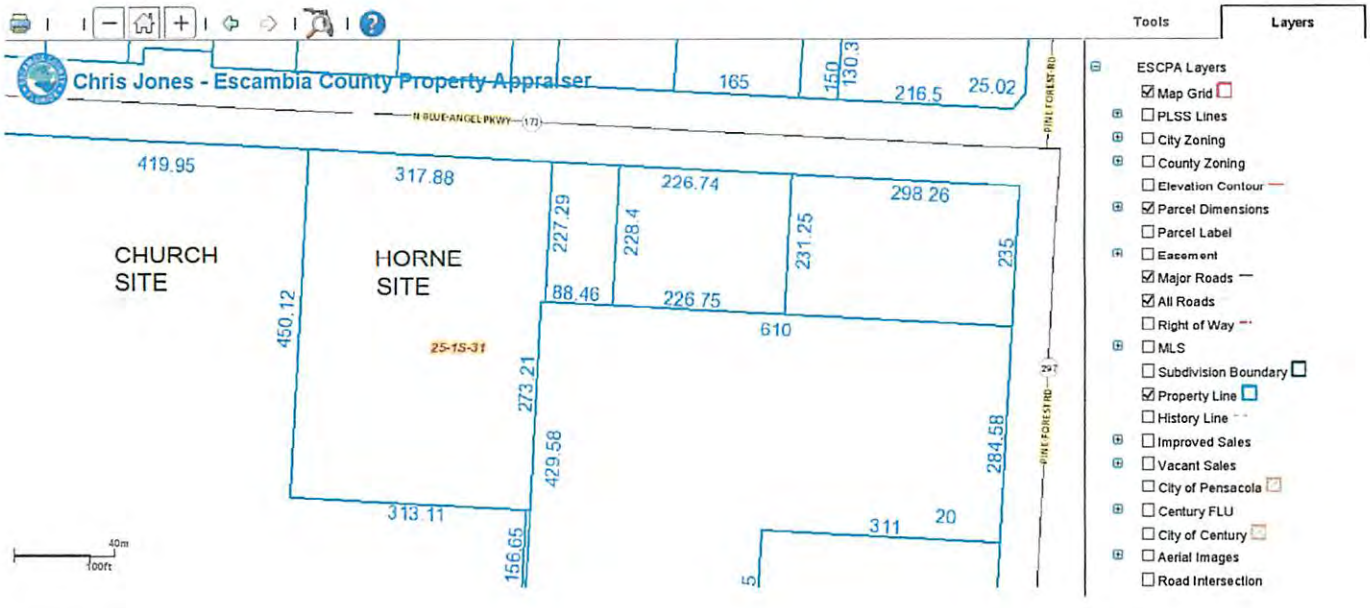
(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**Commence at a 4" x 4" concrete monument, unnumbered, marking the Northwest corner of Section 25, Township 1 South, Range 31 West, Escambia County, Florida, thence go S.01 degrees 49' 14" W. along the West line of said Section 25, a distance of 1369.84 Feet to a point on the Southerly right of way line of "Blue Angel Parkway", (a/k/a State Road #297, a 100' R/W); thence go S. 88 degrees 25' 44" E. along the said Southerly right of way line for 1671.24 Feet to the point of beginning: Thence continue along said Southerly right of way, S. 88 degrees 25' 44" E. a distance of 317.88 feet to a point on the West line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said secton 25, Township 1 South, Range 31 West; thence departing from right of way line S. 01 degrees 45' 54" W. a distance of 177.01 feet; thence go N. 87 degrees 43' 10" West. a distance of 5.54 feet; thence go S. 01 degrees 39' 45" W. a distance of 273.21 feet; thence go N. 88 degrees 25' 18" W. a distance of 273.21 feet; thence go N. 88 degrees 25'181" W. a distance of 312.95 feet: thence go N. 01 degrees 48' 01" E. a distance of 450.12 feet to the point of beginning.**

**The above portion of land is situated in a portion of Section 25, Township 1 South, Range 31 West, Escambia County, Florida containing 3.25 acres.**

**Parcel Identification Number: 25-1S-31-2304-000-000**




Both lots are located less than 1,000' from Pine Forest Road Intersection
313' + 89' + 227' + 299' = 933'

ECPA Home

# Chris Jones
# Escambia County Property Appraiser

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

Back

Navigate Mode ◉Account ○Reference

Printer Friendly Version

**General Information**

| | |
|---|---|
| **Reference:** | 251S312304000001 |
| **Account:** | 091416150 |
| **Owners:** | HORNE HERSCHEL H & HORNE DEBRA H |
| **Mail:** | 7155 N BLUE ANGEL PKWY PENSACOLA, FL 32526 |
| **Situs:** | 7155 N BLUE ANGEL PKWY 32526 |
| **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 | $154,375 | $237,306 | $391,681 | $251,161 |
| 2015 | $154,375 | $226,614 | $380,989 | $249,416 |
| 2014 | $154,375 | $217,825 | $372,200 | $247,437 |

Disclaimer

Amendment 1/Portability Calculations

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 02/2002 | 4853 | 467 | $100 | WD | View Instr |
| 08/2001 | 5098 | 249 | $100 | WD | View Instr |
| 08/2001 | 4765 | 1994 | $205,000 | WD | View Instr |

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

**2016 Certified Roll Exemptions**
HOMESTEAD EXEMPTION,VETERANS

**Legal Description**
BEG AT NW COR OF SEC S 1 DEG 49 MIN 14 SEC W ALG W LI OF SEC 1369 84/100 FT TO PT ON SLY R/W LI OF BLUE ANGEL PKY...

**Extra Features**
BARN
METAL SHED
POOL
POOL SCREEN

**Parcel Information**

Launch Interactive Map

**Section Map Id:** 25-1S-31

**Approx. Acreage:** 3.2500

**Zoned:** Com

**Evacuation & Flood Information** Open Report

View Florida Department of Environmental Protection(DEP) Data

**Buildings**

Address:7155 N BLUE ANGEL PKWY, Year Built: 1970, Effective Year: 1970

| Structural Elements |
|---|
| **DECOR/MILLWORK**-*ABOVE AVERAGE* |
| **DWELLING UNITS**-*1* |
| **EXTERIOR WALL**-*BRICK-FACE/VENEER* |
| **FLOOR COVER**-*CARPET* |

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

Mar. 28, 2017

Mr. Buddy Page
5337 Hamilton Lane
Pace, FL 32571

**Re: 7000 & 7155 Blue Angel Parkway, Pensacola, FL 32526**

Dear Mr. Page:

In response to your request, this letter will confirm that the Emerald Coast Utilities Authority does own, operate, and maintain a potable water distribution system and a sanitary sewer collection system to serve the above referenced addresses.

ECUA also has the capacity to provide solid waste disposal service to this location.

If you should have any questions or need any further information, please feel free to call me at 969-6562.

Sincerely,

Thomas E. Justice
GPS Field Coordinator

TEJ/VF

c:\users\spannc\appdata\local\microsoft\windows\temporary internet files\content.outlook\e9tc0kgd\7000 7155 blue angel parkway pensacola fl.doc

Vicki Campbell District One | Lois Benson District Two | Elvin McCorvey District Three | Dale Perkins District Four | Larry Walker District Five

# DATA AND ANALYSIS RESPONSE

## 7000/7155 Blue Angel Parkway Pensacola, Florida

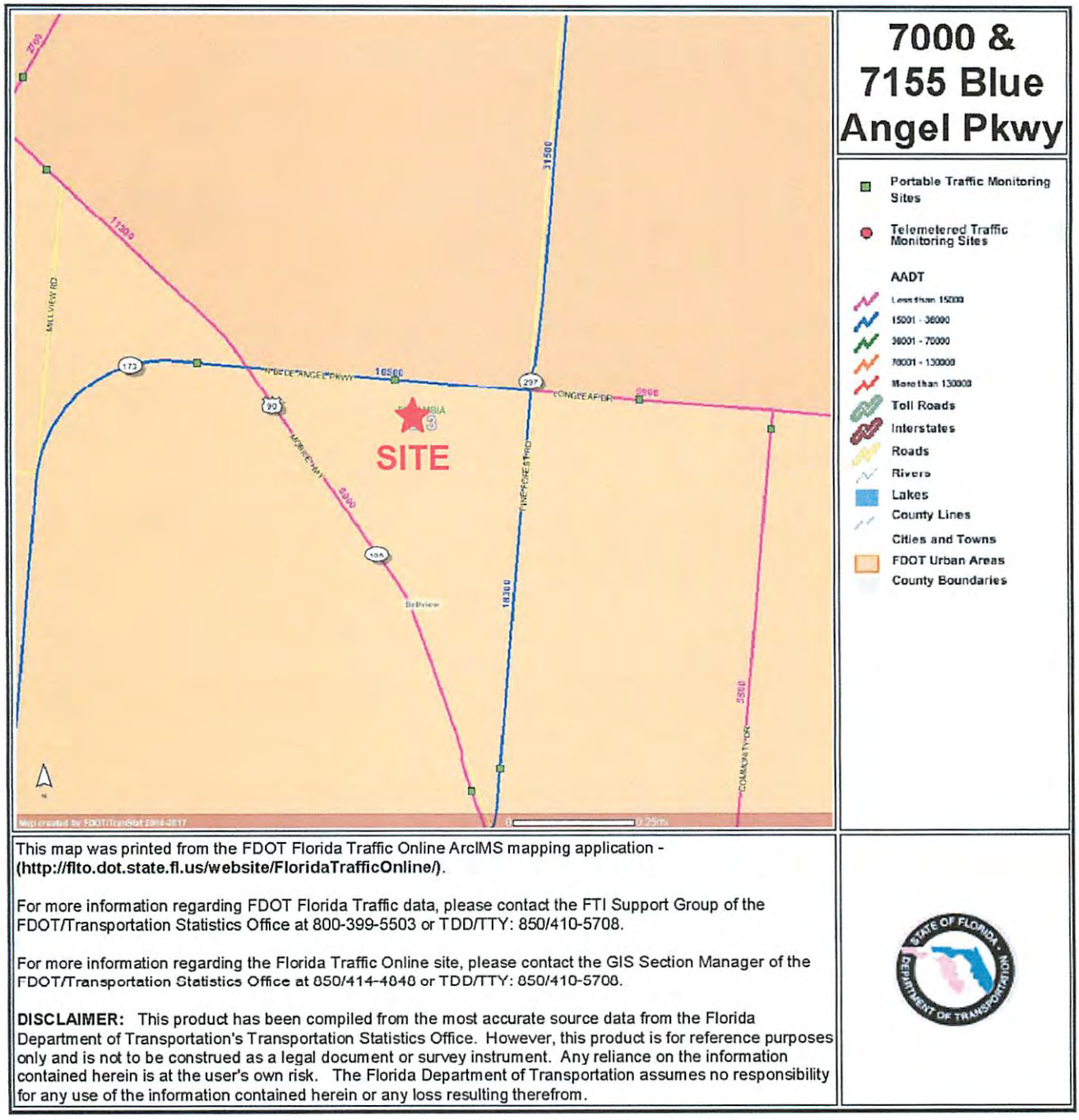
**UTILITE SERVICES**
The attached letter dated March 28, 2017 from the Emerald Coast Utilities Authority (ECUA) affirms that the site is within their service boundary area and that there is current capacity to provide the required water, sanitary sewer and solid waste services to the site.

**STORMWATER MANAGEMENT**
The detailed site plan will identify specific stormwater management plans which will include design, capacities, collection techniques and treatment details which will be submitted to the County for review and approval.

**TRAFFIC**
The site fronts on the south side of Blue Angel Parkway between Pine Forest Road to the east and Mobile Highway to the west. The roadway at this location has been recently upgraded to a three lane facility with the center serving as a left turn lane. Exhibit "A" depicts location and a 2016 daily traffic count of 16,500 vehicles. Using a trip generation application, Exhibits B and C depict potential afternoon trips generated from two possible developments . Exhibit "B" depicts PM trips from a proposed 150 unit apartment complex would contribute some 93 PM traffic to the roadway compared to Exhibit "C" depicting a potential government office building at this location generating some 94 PM trips to the roadway. The existing roadway capacity could absorb either of these potential added volumes without having significant impact on the level of service.

**RECREATION AND OPEN SPACE**
While the site will contain open space and recreational facilities for its residents, this commercially related development will not adversely impact the area public recreation and open spaces.

**SCHOOLS** This proposed development will likely house residents of school age. The apartment design of potentially 150 units will likely contain some 60 two bedroom units allowing the possibility for some school age populations to impact the capacity of the area schools.




# EXHIBIT "A"

## Traffic Acount AADT = 16,500

# EXHIBIT "B"

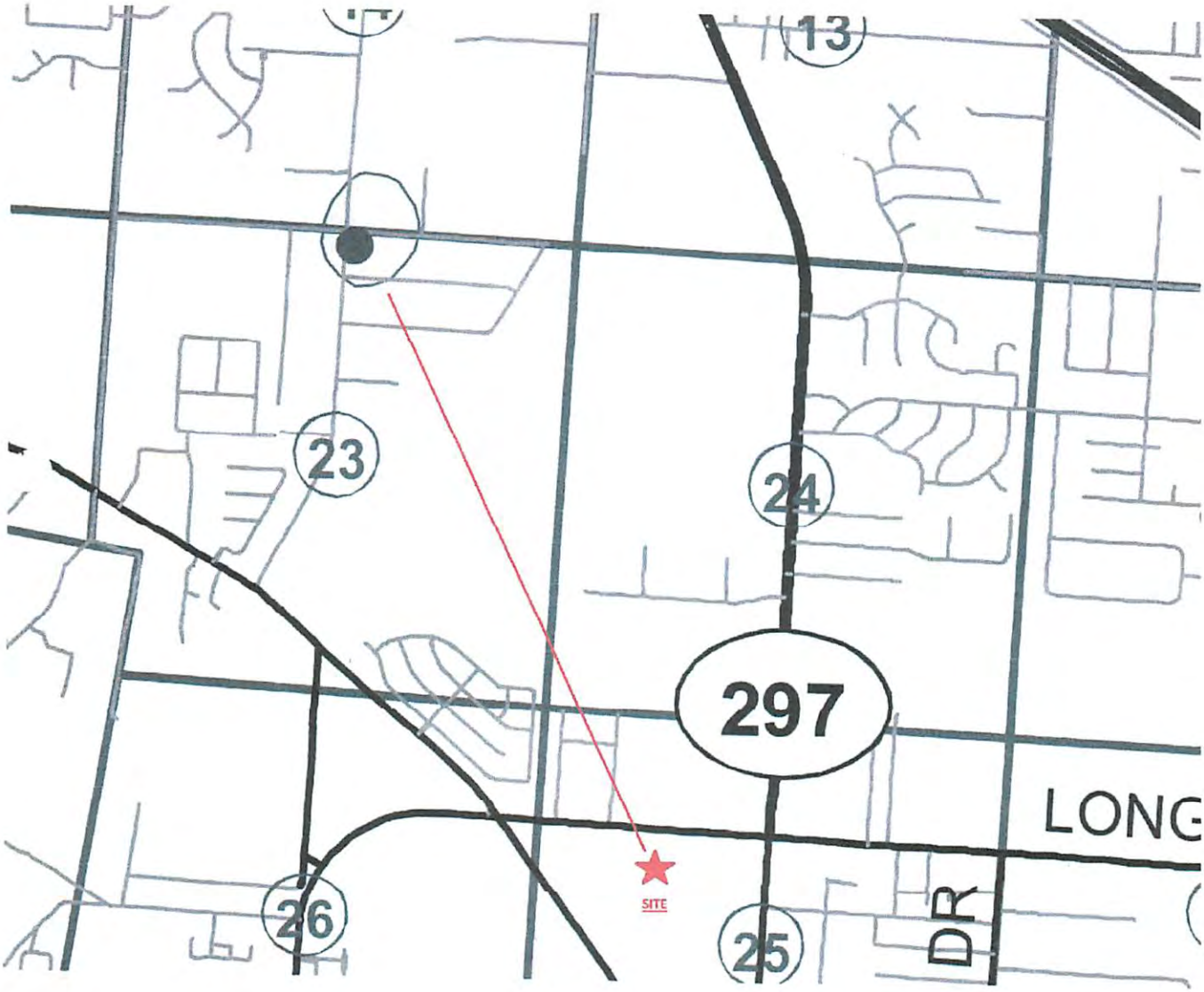
| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Prison 571 | KSF² | NA | 7.27 | 2.91 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Prison 571 | Employees | 1.80 | 0.42 | 0.23 | | 66% | 34% | 28% | 72% | | 0 | 0 | 0 | 0 |
| Library 590 | KSF² | 56.24 | 1.04 | 7.30 | | 71% | 29% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Library 590 | Employees | 52.52 | 1.03 | 5.40 | | 69% | 31% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Lodge/Fraternal Organization591 | Members | 0.29 | 0.01 | 0.03 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Lodge/Fraternal Organization591 | Employees | 46.90 | 2.10 | 4.05 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Hospital 610 | KSF² | 16.50 | 1.12 | 1.14 | | 59% | 41% | 42% | 58% | | 0 | 0 | 0 | 0 |
| Hospital 610 | Beds | 11.81 | 1.14 | 1.31 | | 71% | 29% | 36% | 64% | | 0 | 0 | 0 | 0 |
| Hospital 610 | Employees | 5.20 | 0.33 | 0.33 | | 72% | 28% | 31% | 69% | | 0 | 0 | 0 | 0 |
| Nursing Home 620 | Beds | 2.37 | 0.17 | 0.22 | | NA | NA | 33% | 67% | | 0 | 0 | 0 | NA |
| Nursing Home 620 | Employees | 6.55 | 0.19 | 0.80 | | 69% | 31% | NA | NA | | 0 | 0 | 0 | 0 |
| Nursing Home 620 | KSF² | 7.56 | 0.55 | 0.74 | | 71% | 29% | 52% | 48% | | 0 | 0 | 0 | 0 |
| Clinic 630 | KSF² | 31.45 | NA | 5.18 | | NA | NA | NA | NA | | 0 | NA | 0 | NA |
| Clinic 630 | Employees | 7.75 | 0.90 | 1.23 | | 50% | 50% | 41% | 59% | | 0 | 0 | 0 | 0 |
| Animal/Veterinary Hospital/Clinic 640 | KSF² | NA | 4.08 | 4.72 | | 72% | 28% | 39% | 61% | | | | 0 | 0 |
| General Office 710 (Equation) | KSF² | Equations | | | | 88% | 12% | 17% | 83% | | 0 | 0 | 0 | 0 |
| General Office 710 | KSF² | 11.01 | 1.55 | 1.49 | | 88% | 12% | 17% | 83% | | 0 | 0 | 0 | 0 |
| Corporate Headquarters 714 | KSF² | 7.98 | 1.49 | 1.40 | | 93% | 7% | 10% | 90% | | 0 | 0 | 0 | 0 |
| Corporate Headquarters 714 | Employees | 2.33 | 0.45 | 0.38 | | 93% | 7% | 11% | 89% | | 0 | 0 | 0 | 0 |
| Single Tenant Office Bldg 715 | KSF² | 11.57 | 1.80 | 1.73 | | 89% | 11% | 15% | 85% | | 0 | 0 | 0 | 0 |
| Single Tenant Office Bldg 715 | Employees | 3.62 | 0.53 | 0.50 | | 89% | 11% | 15% | 85% | | 0 | 0 | 0 | 0 |
| + Medical Dental Office 720 | KSF² | 36.13 | 2.30 | 3.46 | | 79% | 21% | 27% | 73% | 5.0 | 181 | 12 | 17 | 9 |
| Medical Dental Office 720 | Employees | 8.91 | 0.53 | 1.06 | | 79% | 21% | 34% | 66% | | 0 | 0 | 0 | 0 |
| Government Office Building 730 | KSF² | 68.93 | 5.88 | 1.21 | | 84% | 16% | 31% | 69% | 78.0 | 5,377 | 459 | 94 | 385 |
| Government Office Building 730 | Employees | 11.95 | 1.02 | 1.91 | | 84% | 16% | 74% | 26% | | 0 | 0 | 0 | 0 |
| State Motor Vehicles Dept. 731 | KSF² | 166.02 | 9.84 | 17.09 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| State Motor Vehicles Dept. 731 | Employees | 44.54 | 2.64 | 4.58 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| US Post Office 732 | KSF² | 108.19 | 8.21 | 11.12 | | 52% | 48% | 51% | 49% | | 0 | 0 | 0 | 0 |
| US Post Office 732 | Employees | 26.32 | 2.01 | 2.84 | | 52% | 48% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Gov. Office Complex 733 | KSF² | 27.92 | 2.21 | 2.85 | | 89% | 11% | 31% | 69% | 78.0 | 2,178 | 172 | 222 | 153 |
| Gov. Office Complex 733 | Employees | 7.75 | 0.61 | 0.79 | | 89% | 11% | 31% | 69% | | 0 | 0 | 0 | 0 |
| Office Park 750 | KSF² | 11.42 | 1.71 | 1.48 | | 89% | 11% | 14% | 86% | | 0 | 0 | 0 | 0 |
| Office Park 750 | Employees | 3.50 | 0.43 | 0.39 | | 92% | 8% | 15% | 85% | | 0 | 0 | 0 | 0 |
| Office Park 750 | Acres | 195.11 | 25.65 | 28.28 | | 92% | 8% | 15% | 85% | | 0 | 0 | 0 | 0 |
| R&D Center 760 | KSF² | 8.11 | 1.22 | 1.07 | | 83% | 17% | 15% | 85% | | 0 | 0 | 0 | 0 |
| R&D Center 760 | Employees | 2.77 | 0.43 | 0.41 | | 86% | 14% | 10% | 90% | | 0 | 0 | 0 | 0 |
| R&D Center 760 | Acres | 79.61 | 16.77 | 15.44 | | 84% | 16% | 12% | 88% | | 0 | 0 | 0 | 0 |
| Business Park 770 | KSF² | 12.76 | 1.43 | 1.29 | | 84% | 16% | 23% | 77% | | 0 | 0 | 0 | 0 |
| Business Park 770 | Employees | 4.04 | 0.45 | 0.39 | | 85% | 15% | 22% | 78% | | 0 | 0 | 0 | 0 |
| Business Park 770 | Acres | 149.79 | 18.86 | 16.84 | | 85% | 15% | 20% | 80% | | 0 | 0 | 0 | 0 |
| Building Materials/Lumber 812 | KSF² | 45.16 | 2.60 | 4.49 | | 67% | 33% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Building Materials/Lumber 812 | Employees | 32.12 | 2.42 | 2.77 | | 62% | 38% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Free Standing Discount Superstore 81 | KSF² | 53.13 | 1.67 | 4.61 | 28% | 56% | 44% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Specialty Retail Center 814 | KSF² | 44.32 | 6.84 | 2.71 | | 48% | 52% | 44% | 56% | | 0 | 0 | 0 | 0 |
| Specialty Retail Center 814 | Employees | 22.36 | NA | NA | | NA | NA | NA | NA | | 0 | NA | NA | NA |
| Free-Standing Discount Store 815 | KSF² | 57.24 | 1.06 | 5.00 | 17% | 68% | 32% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Free-Standing Discount Store 815 | Employees | 28.84 | 0.51 | 3.48 | 17% | 66% | 34% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Hardware/Paint Store 816 | KSF² | 51.29 | 1.08 | 4.84 | 26% | NA | NA | 47% | 53% | | 0 | 0 | 0 | NA |
| Hardware/Paint Store 816 | Employees | 53.21 | 1.13 | 5.05 | 26% | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Hardware/Paint Store 816 | Acres | 545.77 | 11.54 | 51.79 | 26% | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Garden Center) 817 | KSF² | 36.08 | 1.31 | 3.80 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Garden Center) 817 | Employees | 22.13 | 0.69 | 1.99 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Garden Center) 817 | Acres | 96.21 | 2.59 | 7.52 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Wholesale) 818 | KSF² | 39.00 | 2.40 | 5.17 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Wholesale) 818 | Employees | 23.40 | 0.34 | 0.47 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Wholesale) 818 | Acres | 19.50 | 0.26 | 0.45 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Shopping Center 820 (Equation) | KSF² | Equations | | | 34% | 61% | 39% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Shopping Center 820 Rate | KSF² | 42.94 | 1.00 | 3.73 | 34% | 61% | 39% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Factory Outlet Center 823 | KSF² | 26.59 | 0.67 | 2.29 | | 73% | 27% | 47% | 53% | | 0 | 0 | 0 | 0 |
| New Car Sales 841 | KSF² | 33.34 | 2.03 | 2.59 | | 74% | 26% | 39% | 61% | | 0 | 0 | 0 | 0 |
| New Car Sales 841 | Employees | 21.14 | 0.67 | 0.96 | | 44% | 56% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Automobile Parts Sales 843 | KSF² | 61.91 | 2.21 | 5.98 | 43% | NA | NA | 49% | 51% | | 0 | 0 | 0 | NA |
| Tire Store 848 | Service Bays | NA | 2.10 | 3.54 | 28% | 64% | 36% | 42% | 58% | | 0 | 0 | 0 | 0 |
| Tire Store 848 | KSF² | 24.87 | 2.89 | 4.15 | 28% | 63% | 37% | 43% | 57% | | 0 | 0 | 0 | 0 |
| Tire Superstore 849 | Service Bays | 30.55 | 2.01 | 3.17 | | 65% | 35% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Tire Superstore 849 | KSF² | 20.36 | 1.34 | 2.11 | | 65% | 35% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Supermarket 850 | KSF² | 102.24 | 3.59 | 10.50 | 36% | 61% | 39% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt. (Open 24 hrs) 851 | KSF² | 737.99 | 67.03 | 52.41 | 61% | 50% | 50% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt. (Open 16 Hrs) 852 | KSF² | NA | 31.02 | 34.57 | | 50% | 50% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt w/ Gas Pumps 853 | KSF² | 845.60 | 43.90 | 59.69 | 66% | 50% | 50% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt w/ Gas Pumps 853 | Fuel Position | 542.60 | 16.57 | 19.07 | 66% | 50% | 50% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Discount Supermarket 854 | KSF² | 96.82 | 2.74 | 8.90 | 23% | 58% | 42% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Discount Club 857 | KSF² | 41.80 | 0.56 | 4.24 | | 71% | 29% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Discount Club 857 | Employees | 32.21 | 0.36 | 2.79 | | 77% | 23% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Wholesale Market 860 | KSF² | 6.73 | 0.51 | 0.88 | | 67% | 33% | 53% | 47% | | 0 | 0 | 0 | 0 |
| Sporting Goods Superstore 861 | KSF² | NA | NA | 3.10 | | NA | NA | 47% | 53% | | 0 | NA | 0 | NA |
| Home Improvement Superstore 862 | KSF² | 29.80 | 1.26 | 2.37 | 48% | 57% | 43% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Electronics Superstore 863 | KSF² | 45.04 | 0.28 | 4.50 | 40% | NA | NA | 49% | 51% | | 0 | 0 | 0 | NA |
| Toy/Children's Superstore 864 | KSF² | NA | NA | 4.99 | | NA | NA | 50% | 50% | | 0 | NA | 0 | NA |
| Baby Superstore 865 | KSF² | NA | NA | 1.82 | | NA | NA | 50% | 50% | | 0 | NA | 0 | NA |
| Pet Supply Superstore 866 | KSF² | NA | NA | 3.38 | | NA | NA | 50% | 50% | | 0 | NA | 0 | NA |
| Office Supply Superstore 867 | KSF² | NA | NA | 3.40 | | NA | NA | 53% | 47% | | 0 | NA | 0 | NA |

# EXHIBIT "C"

ITE Trip Generation Rates - 8th Edition
Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

| Description/ITE Code FDOT | Units | (peak hours are for peak hour of adjacent street traffic unless highlighted | | | | | | | | Units | enerated Trips | | | To |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekday | AM | PM | Pass-By | AM In | AM Out | PM In | PM Out | | Daily | AM Hour | PM Hour | AM In |
| Waterport/Marine Terminal 010 | Acres | 11.93 | NA | NA | | NA | NA | NA | NA | | 0 | NA | NA | NA |
| Waterport/Marine Terminal 010 | Berths | 171.52 | NA | NA | | NA | NA | NA | NA | | 0 | NA | NA | NA |
| Commercial Airport 021 | Employees | 13.40 | 0.82 | 0.80 | | 55% | 45% | 54% | 46% | | 0 | 0 | 0 | 0 |
| Commercial Airport 021 | Avg Flights/Day | 104.73 | 5.40 | 5.75 | | 54% | 46% | 45% | 55% | | 0 | 0 | 0 | 0 |
| Commercial Airport 021 | Com. Flights/Day | 122.21 | 6.43 | 6.88 | | 55% | 45% | 54% | 46% | | 0 | 0 | 0 | 0 |
| General Aviation Airport 022 | Employees | 14.24 | 0.69 | 1.03 | | 83% | 17% | 45% | 55% | | 0 | 0 | 0 | 0 |
| General Aviation Airport 022 | Avg. Flights/Day | 1.97 | 0.24 | 0.30 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| General Aviation Airport 022 | Based Aircraft | 5.00 | 0.24 | 0.37 | | 83% | 17% | 45% | 55% | | 0 | 0 | 0 | 0 |
| Truck Terminal 030 | Acres | 81.90 | 7.28 | 6.55 | | 41% | 59% | 43% | 57% | | 0 | 0 | 0 | 0 |
| Truck Terminal 030 | Employees | 6.99 | 0.66 | 0.55 | | 40% | 60% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Park&Ride w/ Bus Service 090 | Parking Spaces | 4.50 | 0.72 | 0.62 | | 81% | 19% | 23% | 77% | | 0 | 0 | 0 | 0 |
| Park&Ride w/ Bus Service 090 | Acres | 372.32 | 48.81 | 43.75 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Park&Ride w/ Bus Service 090 | Occ. Spaces | 9.62 | 1.26 | 0.81 | | 69% | 31% | 28% | 72% | | 0 | 0 | 0 | 0 |
| Light Rail Station w/ Park. 093 | Parking Space | 2.51 | 1.07 | 1.24 | | 80% | 20% | 58% | 42% | | 0 | 0 | 0 | 0 |
| Light Rail Station w/ Park. 093 | Occ. Spaces | 3.91 | 1.14 | 1.33 | | 80% | 20% | 58% | 42% | | 0 | 0 | 0 | 0 |
| General Light Industrial 110 | KSF² | 6.97 | 0.92 | 0.97 | | 88% | 12% | 12% | 88% | | 0 | 0 | 0 | 0 |
| General Light Industrial 110 | Acres | 51.80 | 7.51 | 7.26 | | 83% | 17% | 22% | 78% | | 0 | 0 | 0 | 0 |
| General Light Industrial 110 | Employees | 3.02 | 0.44 | 0.42 | | 83% | 17% | 21% | 79% | | 0 | 0 | 0 | 0 |
| General Heavy Industrial 120 | KSF² | 1.50 | 0.51 | 0.19 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| General Heavy Industrial 120 | Acres | 6.75 | 1.98 | 2.16 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| General Heavy Industrial 120 | Employees | 0.82 | 0.51 | 0.88 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Industrial Park 130 | KSF² | 6.96 | 0.84 | 0.86 | | 82% | 18% | 21% | 79% | | 0 | 0 | 0 | 0 |
| Industrial Park 130 | Acres | 63.11 | 8.55 | 8.84 | | 83% | 17% | 21% | 79% | | 0 | 0 | 0 | 0 |
| Industrial Park 130 | Employees | 3.34 | 0.47 | 0.46 | | 86% | 14% | 20% | 80% | | 0 | 0 | 0 | 0 |
| Manufacturing 140 | KSF² | 3.82 | 0.73 | 0.73 | | 78% | 22% | 36% | 64% | | 0 | 0 | 0 | 0 |
| Manufacturing 140 | Acres | 38.88 | 7.44 | 8.35 | | 93% | 7% | 53% | 47% | | 0 | 0 | 0 | 0 |
| Manufacturing 140 | Employees | 2.13 | 0.40 | 0.36 | | 73% | 27% | 44% | 56% | | 0 | 0 | 0 | 0 |
| Warehousing 150 | KSF² | 3.56 | 0.30 | 0.32 | | 79% | 21% | 25% | 75% | | 0 | 0 | 0 | 0 |
| Warehousing 150 | Acres | 57.23 | 10.03 | 8.69 | | 72% | 28% | 35% | 65% | | 0 | 0 | 0 | 0 |
| Warehousing 150 | Employees | 3.89 | 0.51 | 0.59 | | 72% | 28% | 35% | 65% | | 0 | 0 | 0 | 0 |
| Mini Warehouse 151 | KSF² | 2.50 | 0.15 | 0.26 | | 59% | 41% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Mini Warehouse 151 | Storage Units | 0.25 | 0.02 | 0.02 | | 67% | 33% | NA | NA | | 0 | 0 | 0 | 0 |
| Mini Warehouse 151 | Acres | 35.43 | 2.62 | 3.45 | | NA | NA | 52% | 48% | | 0 | 0 | 0 | NA |
| Mini Warehouse 151 | Employees | 61.90 | 5.26 | 6.04 | | 67% | 33% | 52% | 48% | | 0 | 0 | 0 | 0 |
| High-Cube Warehouse 152 | KSF² | 1.44 | 0.09 | 0.10 | | 65% | 35% | 33% | 67% | | 0 | 0 | 0 | 0 |
| Utilities 170 | KSF² | NA | 0.80 | 0.76 | | NA | NA | 45% | 55% | | 0 | 0 | 0 | NA |
| Utilities 170 | Employees | NA | 0.76 | 0.76 | | 90% | 10% | 15% | 85% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | DU | 9.57 | 0.75 | 1.01 | | 25% | 75% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | Acres | 26.04 | 2.06 | 2.74 | | 31% | 69% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | Persons | 2.55 | 0.21 | 0.28 | | 31% | 69% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | Vehicles | 6.02 | 0.51 | 0.67 | | 31% | 69% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Apartment 220 | DU | 6.65 | 0.51 | 0.62 | | 20% | 80% | 65% | 35% | 150.0 | 998 | 77 | 93 | 15 |
| Apartment 220 | Persons | 3.31 | 0.28 | 0.40 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Apartment 220 | Vehicles | 5.10 | 0.46 | 0.60 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Low Rise Apartment 221 | Occ.DU | 6.59 | 0.46 | 0.58 | | 21% | 79% | 65% | 35% | | 0 | 0 | 0 | 0 |
| High Rise Apartment 222 | DU | 4.20 | 0.30 | 0.35 | | 25% | 75% | 61% | 39% | | 0 | 0 | 0 | 0 |
| Mid-Rise Apartment 223 | DU | NA | 0.30 | 0.39 | | 31% | 69% | 58% | 42% | | 0 | 0 | 0 | 0 |
| Rental Townhouse 224 | DU | NA | 0.70 | 0.72 | | 33% | 67% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Resd. Condo/Townhouse 230 | DU | 5.81 | 0.44 | 0.52 | | 17% | 83% | 67% | 33% | | 0 | 0 | 0 | 0 |
| Resd. Condo/Townhouse 230 | Persons | 2.49 | 0.19 | 0.24 | | 16% | 84% | 67% | 33% | | 0 | 0 | 0 | 0 |
| Resd. Condo/Townhouse 230 | Vehicles | 3.34 | 0.24 | 0.32 | | 16% | 84% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Low Rise Resd. Condo 231 | DU | NA | 0.67 | 0.78 | | 25% | 75% | 58% | 42% | | 0 | 0 | 0 | 0 |
| High Rise Resd. Condo 232 | DU | 4.18 | 0.34 | 0.38 | | 19% | 81% | 62% | 38% | | 0 | 0 | 0 | 0 |
| Luxury Condo/Townhouse 233 | Occ. DU | NA | 0.56 | 0.55 | | 23% | 77% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Occ. DU | 4.99 | 0.44 | 0.59 | | 20% | 80% | 62% | 38% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Persons | 2.46 | 0.20 | 0.26 | | 18% | 82% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Acres | 39.61 | 3.20 | 4.45 | | 18% | 82% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Vehicles | 3.38 | 0.27 | 0.36 | | 16% | 84% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Senior Adult Housing-Detached 251 | DU | 3.71 | 0.22 | 0.27 | | 35% | 65% | 61% | 39% | | 0 | 0 | 0 | 0 |
| Senior Adult Housing- Attached 252 | Occ.DU | 3.48 | 0.13 | 0.16 | | 36% | 64% | 60% | 40% | | 0 | 0 | 0 | 0 |
| Congregate Care Facility 253 | Occ.DU | 2.15 | 0.06 | 0.17 | | 61% | 39% | 56% | 44% | | 0 | 0 | 0 | 0 |
| Congregate Care Facility 253 | DU | 2.02 | 0.06 | 0.17 | | 59% | 41% | 55% | 45% | | 0 | 0 | 0 | 0 |
| Assisted Living 254 | Occ. Beds | 2.74 | 0.17 | 0.29 | | 73% | 27% | 52% | 48% | | 0 | 0 | 0 | 0 |
| Assisted Living 254 | Beds | 2.66 | 0.14 | 0.22 | | 65% | 35% | 44% | 56% | | 0 | 0 | 0 | 0 |
| Assisted Living 254 | Employees | 3.93 | NA | 0.55 | | NA | NA | NA | NA | | 0 | NA | 0 | NA |
| Retirement Community 255 | Occ. Units | 2.81 | 0.18 | 0.29 | | 64% | 36% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Recreational Homes 260 | DU | 3.16 | 0.16 | 0.26 | | 67% | 33% | 41% | 59% | | 0 | 0 | 0 | 0 |
| Recreational Homes 260 | Acres | 1.33 | 0.07 | 0.11 | | 67% | 33% | 41% | 59% | | 0 | 0 | 0 | 0 |
| Timeshare 265 | DU | 10.03 | 0.48 | 0.75 | | NA | NA | NA | NA | | 0 | 0 | | NA |
| Residential PUD 270 | DU | 7.50 | 0.51 | 0.62 | | 22% | 78% | 65% | 35% | | 0 | 0 | 0 | 0 |
| Residential PUD 270 | Acres | 46.78 | 2.88 | 4.05 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Hotel 310 | Occ. Room | 8.92 | 0.67 | 0.70 | | 58% | 42% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Hotel 310 | Rooms | 8.17 | 0.56 | 0.59 | | 61% | 39% | 53% | 47% | | 0 | 0 | 0 | 0 |
| Hotel 310 | Employees | 14.34 | 0.69 | 0.80 | | 60% | 40% | 54% | 46% | | 0 | 0 | 0 | 0 |
| All Suites Hotel 311 | Occ.Room | 6.24 | 0.48 | 0.55 | | 67% | 33% | 42% | 58% | | 0 | 0 | 0 | 0 |
| All Suites Hotel 311 | Rooms | 4.90 | 0.38 | 0.40 | | 55% | 45% | 45% | 55% | | 0 | 0 | 0 | 0 |

# WELL HEAD LOCATION MAP




NEAREST WELLHEAD LOCATED AT THE SOUTHEAST CORNER OF WILDE LAKE BLVD. AND EIGHT MILE CREEK ROAD SOME 1.5 MILES NORTHWEST OF SITE

# Escambia County Comprehensive Plan Consistency

The following is a compliance review of the proposed development to relevant requirements of the adopted Comprehensive Plan.

**FLU 1.1.1 Development Consistency**. New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM. The 2030 FLUM is attached herein to this Plan as Exhibit B.

**RESPONSE -** The proposed development is allowed under the uses for the requested Mixed Use- Urban category, thus being otherwise consistent.

**FLU 1.2.1 State Assistance**. Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County, and will utilize guidance, direction, and technical assistance received from this agency.

**RESPONSE -** The applicant has requested the Archeology Department at the University of West Florida to advise the County if they have any listing that indicates if the site is included/classified as having any historical or archeological significant characteristics.

**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).

**RESPONSE -** If approved, this site will then located within the Mixed Use - Urban FLUM category and will produce efficient use of the listed infrastructure items.

**FLU 2.1.2 Compact Development**. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

**OBJ FLU 2.3 Infill Development** Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

**RESPONSE** - Again, this site is located within the MU-U category, responding and being consistent with this objective.

**MOB 1.1.2 On-site Facilities**. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

**RESPONSE -** Once detailed preliminary site plans regarding on-site traffic flow are developed, they will be submitted to the county Development Review Committee for review and approval.

**MOB 1.1.7 Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

**RESPONSE** - Although preliminary, it is anticipated that ingress and egress points will be provided at the northerly edge of the site. Access proposals will be submitted to the County and Florida DOT for appropriate review and approval.

**INF 3.1.6 Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

**RESPONSE** - Once the stormwater facility(s) are approved, it is understood that the facility will be constructed to County standards and paid for by the developer.

**INF 4.1.6 Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

**RESPONSE** - Should any modifications or extensions of water lines be required to support the proposed FLUM change, the resulting costs will paid by the developer.

**CON 1.1.2 Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this application.

**CON 1.1.6 Habitat Protection**. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.

**RESPONSE** - The site fronts on Blue Angel Parkway while a large apartment complex is located on the westerly side and existing single family residences are located east and south of the site. It is not presently known if the site contains any protected wildlife habitat. If any are discovered during the site plan development or construction phase, the developer will notify the County for guidance.

**CON 1.3.1 Stormwater Management**. Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

**RESPONSE** - All stormwater management plans will be presented to the County for review to determine consistency with rules identified in the adopted Land Development Code and the Future Land Use

regulations.

**CON 1.4.1 Wellhead Protection**. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

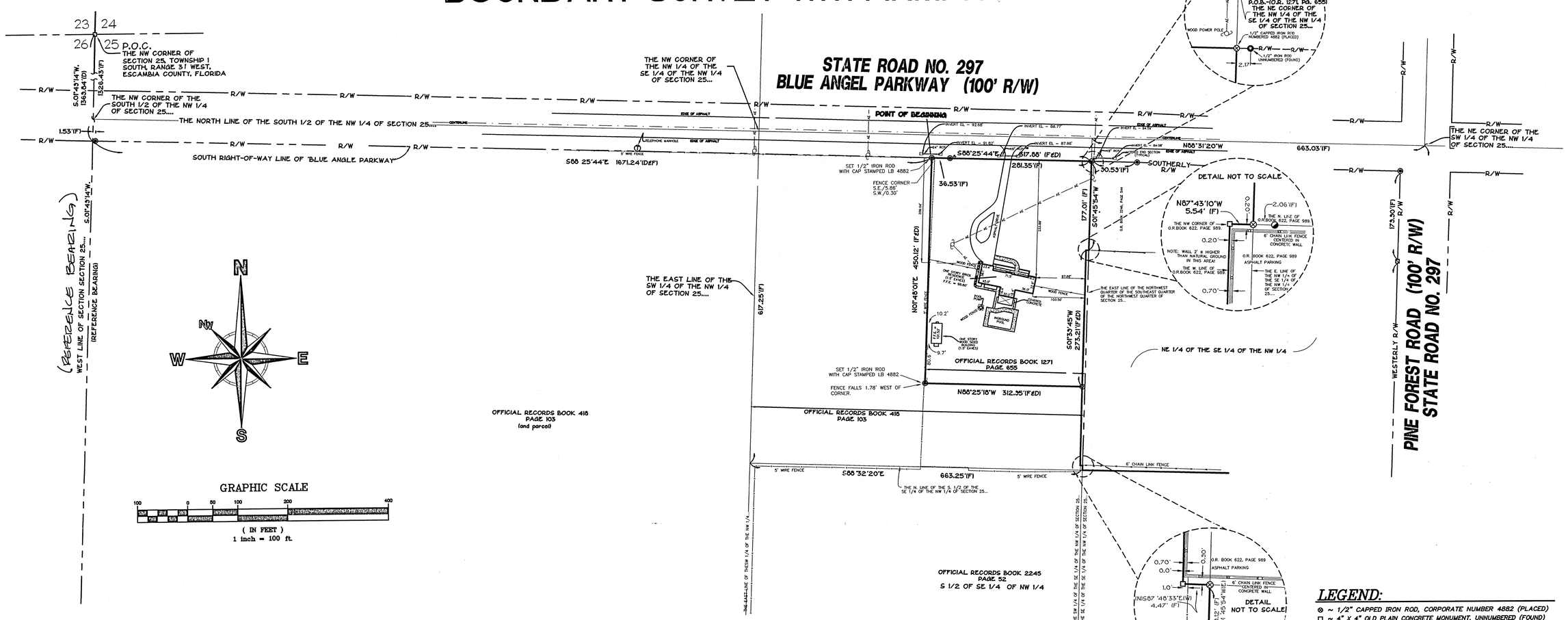
**RESPONSE** - According to the attached Well Head Protection Map, this site is located approximately 1.5 miles south east of the nearest well head. At this location, it is anticipated that there will not be any adverse impacts.

**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.

**RESPONSE** - The site has existing water and sewer service available. A letter from ECUA confirming utility availability is attached within is the application

JESTER - 11875 - 11875-00-3B-MODEL PLT - 08/24/2001 6:16:40 PM

# BOUNDARY SURVEY WITH INMPROVEMENTS




DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING INC.

COMMENCE AT A 4"X4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO S.01°49'14"W. ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1369.84 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 'BLUE ANGLE PARKWAY', (A/K/A/ STATE ROAD #297, A 100' R/W); THENCE GO S.88°25'44"E. ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE FOR 1671.24 FEET TO THE POINT OF BEGINNING:
THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY, S.88°25'44"E. A DISTANCE OF 317.88 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST; THENCE DEPARTING FROM RIGHT OF WAY LINE, S.01°45'54"W. A DISTANCE OF 177.01 FEET; THENCE GO N.87°43'10"W. A DISTANCE OF 5.54 FEET; THENCE GO S.01°39'45"W. A DISTANCE OF 273.21 FEET; THENCE GO N.88°25'18"W. A DISTANCE OF 312.95 FEET; THENCE GO N.01°48'01"E. A DISTANCE OF 450.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE PORTION OF LAND IS SITUATED IN A PORTION OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA,
CONTAINING 3.25 ACRES

*CERTIFIED TO:*
BLUE ANGEL LAND, L.L.C.
LAWRENCE C. SCHILL, P.A.
CITIZENS & PEOPLES BANK, N.A.
STEVEN C. MERRITT
ATTORNEY'S TITLE INSURANCE FUND, INC.

## *SURVEYOR'S NOTES:*

1.) THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 01 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
2.) THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO DESCRIPTIONS AS FURNISHED, DEEDS OF RECORD, AND TO EXISTING FIELD MONUMENTATION.
3.) THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X (AREA OUTSIDE THE 500-YEAR FLOOD PLAIN), BASE FLOOD ELEVATION N/A FEET, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), COMMUNITY PANEL NUMBER 120080 0290 F, EFFECTIVE DATE: FEBRUARY 23, 2000.
4.) THE DIMENSIONS OF THE BUILDINGS AS SHOWN HEREON DO NOT INCLUDE THE EAVE OVERHANG OR THE FOOTINGS FOR THE FOUNDATIONS.
5.) THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
6.) NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT OF WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY
7.) SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 SOUTH, ESCAMBIA COUNTY, FLORIDA, HAS BEEN SUBDIVIDED (BROKE DOWN) IN ACCORDANCE WITH THE MANUAL OF SURVEYING INSTRUCTION OF 1973.
8.) THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK STAMPED " 48-99-Z-18 " HAVING A PUBLISHED ELEVATION OF 111.02 FEET.
9.) THE PARCEL AS SHOWN HEREON IS A NEW PARCEL CREATED AS PER THE CLIENTS REQUEST.

## *LEGEND:*

- ⊗ ~ 1/2" CAPPED IRON ROD, CORPORATE NUMBER 4882 (PLACED)
- □ ~ 4" X 4" OLD PLAIN CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ● ~ 5/8" D.O.T. CAPPED IRON ROD (FOUND)
- • ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
- ⊙ ~ 1/2" CAPPED IRON ROD, NUMBER 1748 (FOUND)
- ○ ~ 1" OLD PLAIN IRON PIPE, UNNUMBERED (FOUND)
- (D) ~ DEED/DESCRIPTION INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- MB ~ MAIL BOX
- ∅ ~ WOOD POWER POLE
- ← ~ GUY WIRE ANCHOR
- —c—c— ~ AERIAL (OVERHEAD) ELECTRIC LINE

**NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.**
**1500 NORTH PALAFOX STREET, PENSACOLA, FLORIDA 32501**

*RUSSELL T. WEAVER, PROFESSIONAL SURVEYOR & MAPPER*
REGISTRATION NUMBER 6224 CORPORATE NUMBER 4882
STATE OF FLORIDA

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| REVISIONS | | | |
|---|---|---|---|
| NO. | DATE | APPR. | |
| | | | |

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

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
1500 N. Palafox St. Pensacola, FL 32501 (850) 432-1068
105 Willing St. Milton, FL 32570 (850) 626-1068

| SCALE | DRAWN | CHECKED | DATE |
|---|---|---|---|
| 1" = 100' | SAM | RTW | 8/24/00 |

**BOUNDARY SURVEY**
**OF: A PORTION OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.**

PREPARED FOR & REQUESTED BY: TRACY REYNOLDS

PROJECT NO. 11875 -00
INDEX 10
NO. 1 OF 1 SHEETS

PARTY CHIEF = A.STRICKLAND/FIELD BOOK = C.115 PAGE 71 / FIELD DATE= 08/16/01

**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: June 21, 2017

RE: Transportation & Traffic Operations (TTO) Comments – SSA-2017-01

TTO Staff has reviewed the Small Scale Amendment (SSA)-2017-01, Escambia County 7155 (SR173) North Blue Angel Parkway, agenda item for the upcoming Planning Board meeting scheduled for July 11, 2017. Please see the below comment.

- SSA-2017-01 – Upon review of regional and local transportation plans, there are currently no programmed improvements within the FDOT 5-Year Work Program for North Blue Angel Parkway in the vicinity of this application. Seeing none, TTO Staff has no immediate comments with the Small Scale Amendment request.

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

3363 WEST PARK PLACE • PENSACOLA, FLORIDA 32505 • 850-595-3404 • 850-595-3405 (FAX)

**Comprehensive Plan Small Scale Map Amendment**
**Staff Analysis**

## General Data

| | |
|---|---|
| **Project Name:** | SSA-2017-01 |
| **Location:** | 7155 Blue Angel Parkway |
| **Parcel #:** | 25-1S-31-2304-000-001 |
| **Acreage:** | 3.25 (+/-) acres |
| **Request:** | From Commercial (C) to Mixed-Use Urban (MU-U) |
| **Agent:** | Wiley C. "Buddy" Page for Hershel H. and Debra H. Horne, Owners |
| **Meeting Dates:** | Planning Board: July 10, 2017 |
| | BCC: August 3, 2017 |

## Summary of proposed amendment

The small scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of a 3.25-acre parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel is currently occupied by a single-family dwelling and accessed along approximately 318 feet of frontage on the south side of Blue Angel Parkway between Mobile Hwy. and Pine Forest Road. A vacant commercial parcel adjoins the subject parcel on the west and south. A single-family parcel and a commercially developed parcel adjoin the east side. The zoning designation for the subject parcel is Commercial (Com).

The existing and proposed future land use categories are described in Comprehensive Plan policy FLU 1.3.1 and summarized as follows:

**Commercial.** The current Commercial FLU is intended for professional office, retail, wholesale, service, and general business trade, with residential development permitted only if secondary to a primary commercial development. The listed range of allowable uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Commercial FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

**Mixed-Use Urban.** The proposed Mixed-Use Urban FLU 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. The listed range of allowed uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic uses. Mixed-Use Urban has a maximum residential density of 25 du/acre, a maximum FAR of 2.0 and a minimum non-residential FAR of 0.25.

**Land Development Code FLU map amendment requirements**

**Sec. 2-7.3 (e) Comprehensive Plan map amendments**

**(3) Compliance review.**

**a. General amendment conditions.** All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

**1. Need and benefit.** There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

*Analysis: The application cover letter states that the "owners contemplate construction of another apartment complex," apparently referring to the existing Village at Southern Oaks apartments west of but not adjoining the subject parcel. Unlike the existing Commercial FLU, the proposed MU-U does not require residential development to be secondary to a primary commercial development. Conversion to MU-U would eliminate the FLU dedication to commercial use and provide greater accommodation of residential uses within a mixed-use environment.*

*Although the applicant provided no need-based justification for apartments, the 2016 Rental Market Study (Shimberg Center for Housing Studies, University of Florida, for Florida Housing Finance Corp.) reported that more households are renting. Florida's home ownership rate fell from 71 percent in 2007 to 65 percent in 2014, and statewide renting is up for both lower and higher income households.*

*The "Data and Analysis Response" in the application combines the subject parcel with an adjoining larger parcel of different ownership and the subject of a separate FLU map small scale amendment application. The analysis consistently refers to "the site," appearing to consider both parcels as one. Regarding potential multi-family development, the analysis makes several references to a potential 150 unit apartment complex. Multi-family residential is a permitted use within the existing Commercial zoning of the subject 3.25-acre parcel and not limited to a predominantly commercial*

*development if within the requested MU-U FLU, but otherwise is limited to 25 du/acre or 81 total dwelling units for the parcel.*

2. **Professional practices.** The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

*Analysis: Accepting multi-family residential use as the identified need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the proposed use and the same as most adjoining and surrounding property. The application of other appropriate professional practices in potential multi-family development is addressed in the remaining sections of this analysis.*

**b. FLUM amendment conditions.** In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.

*Analysis: The proposed amendment complies with all four conditions established by Florida Statutes, §163.3187(1), for the adoption of any small scale comprehensive plan amendment:*

*(a) The subject 3.25-acre parcel is a use of 10 acres or fewer.*

*(b) The amendment is the first proposed small scale amendment for calendar year 2017 and will not exceed the cumulative maximum of 120 acres in a calendar year.*

*(c) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity.*

*(d) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.*

**Other applicable Comprehensive Plan objectives and policies**

***1. Housing***

Policy HOU 1.1.1 **Residential Areas**. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.

*Analysis: The proposed MU-U is a suitable replacement of the existing Commercial future land use to accommodate the suggested residential development, and is consistent with the FLU of the largely residential surrounding development.*

***2. Future Land Use***

**OBJ FLU 1.3 Future Land Use Map Designations**

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

*Analysis: Mixed-Use Urban, the applicable FLU for much of the land surrounding the subject parcel, would promote more mixed use and compact development for the subject parcel and be more likely to discourage urban sprawl than the current Commercial FLU.*

***3. Infrastructure***

Policy HOU 1.1.4 **Adequate infrastructure**. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

*Analysis: The application includes documentation of the general adequacy of potable water, wastewater, and solid waste services. The site is located along a minor arterial street and within 700 feet of a major arterial. Redevelopment of the subject parcel from the existing single-family dwelling to multi-family would promote the efficient use of this available infrastructure.*

**GOAL CMS 1 Concurrency Management System**

Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

**Potable Water.**

Policy INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

Policy INF 4.1.7 **Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

**Sanitary Sewer.**

Policy INF 1.1.7 **Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 **Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUC has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

**Solid Waste Disposal.**

Policy INF 2.1.2 **Perdido Landfill Operation**. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

Policy INF 2.1.4 **Level of Service (LOS) Standards**. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

*Analysis: The Emerald Coast Utilities Authority provides potable water distribution, sanitary sewer collection and treatment, and solid waste collection and disposal for the subject parcel. The application includes a letter from the ECUA stating that those services are currently available at the parcel for an unspecified demand.*

**Stormwater Management.**

Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for

such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

Policy INF 3.1.6 **Developer Responsibilities**. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

**Transportation and Mobility.**

Policy *MOB 1.1.2* **On-site Facilities***.* All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

*Policy* MOB 1.1.7 **Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

*Analysis: Any redevelopment of the subject parcel is required to comply with the current stormwater management, onsite parking, site access, and other applicable development standards of the LDC. County compliance review of any redevelopment plan would be required prior to plan approval.*

***4. Protected Resources***

**Wellheads.**

Policy CON 1.4.1 **Wellhead Protection**. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

*Analysis: The subject parcel is approximately 1.5 miles south southeast from the nearest public potable water wellhead, outside of any wellhead protection area.*

**Historically Significant Sites.**

Policy FLU 1.2.1 **State Assistance**. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

*Analysis: The applicant provided no confirmation of the presence or absence of historically significant sites or documentation of a referenced request made to the Archaeology Department of the University of West Florida.*

**Wetlands and Habitat.**

Policy CON 1.1.2 **Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

**Urban Forest.**

Policy CON 1.6.4 **Urban Forest Management**. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.

*Analysis: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. There are indications from public record photos that the subject property likely contains protected trees. Any future development will be*

*analyzed for compliance with applicable environmental regulations prior to the issuance of development plan approval.*

# 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:** 7-10-17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

✓ In Favor _____ Against

**OR**

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** SSA-2017-01

*Name: BUDDY PAGE

*Address: 5337 Hamilton *City, State, Zip: Pace 32571

Email Address: budpage1@att.net Phone: 232-9853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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**Rezoning Quasi-judicial Hearing**
**Rezoning Case #:** SSA-2017-01

**OR**

**Regular Planning Board Meeting**
**Agenda Item Number/Description:**

_____ In Favor _____ Against

*Name: Earl Wright

*Address: 3392 Wasatch Rup *City, State, Zip: Pensacola

Email Address: wright.earl15@yahoo.com Phone: 776-7873

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

**Please Print Clearly**

**Meeting Date:** July 10th 2017

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

**Rezoning Case #:** SSA-2017-01 **Agenda Item Number/Description:** _____

_____ In Favor __X__ Against

*Name: Robert Bruno

*Address: 7033 Longleaf Creek Dr. *City, State, Zip: Pensacola, FL. 32526

Email Address: BrunoRT@BellSouth.net Phone: 850-944-8780

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

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**Meeting Date:** 7/10/17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

_____ In Favor _____ Against

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** SSA-2017-01

*Name: Henry T. Edgar

*Address: 716 S.N. Blue Angel Pkwy *City, State, Zip: Pensacola, Fl. 32506

Email Address: HNM2011@Cox.net Phone: 850-549-3617

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpage1@att.net

March 12, 2017

Ms. April Holmes, M.A., RPA
UWF Archaeology Institute
1100 University Parkway
Pensacola, Florida 32514-5750

**RE: Master Listing of Historically Significant Sites**

Dear Ms. Holmes:

At our recent meeting in your office, we discussed the current County requirements for State review and comments of local applications seeking modifications to the state approved Escambia County Comprehensive Plan and the resulting impact(s) to any known listed sites. I have attached the page from the application requiring this information for the following properties in Escambia County Florida:

1. 7155 Blue Angel Parkway
   Property Parcel 25-1S-31-2304-000-001
2. 7000 Blue Angel Parkway
   Property Parcel 25-1S-31-2304-000-005

You will note that these two parcels are adjacent to one another and will likely be sold and developed as one commercial activity. Presently, the larger parcel is cleared and vacant while the smaller has had a single family home on it for some 20+ years.

Please advise if these sites are listed on state records as having any historical interest or significance. Thank you.

Sincerely,

Wiley C."Buddy" Page



Exhibit 1 SSA-2017-01

Exhibit 1 SSA-2017-01

**This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.**

July 11, 2017

Florida Master Site File

Hershel Horne
E-mail: crystal.snyder@terracon.com

In response to your inquiry of July 11, 2017, the Florida Master Site File lists no archeological sites and no other cultural resources found at **7155 North Blue Angel Parkway**, Pensacola, in Escambia County, Florida:

**T01S R31W Section 25 as submitted with search request.**

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi

Eman M. Vovsi
Data Base Analyst
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

7155
7000
ES01:87
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX,

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: small scale map amendment 2017-01

Date: 06-08-17

Date requested back by: 06-15-17

Requested by: Griffin Vickery

Phone Number: 595-3471

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 6/13/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- Approved as to title block & ordinance format only

**ORDINANCE NUMBER 2017-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 25, TOWNSHIP 1S, RANGE 31W, PARCEL NUMBER 25-1S-31-2304-000-001, TOTALING 3.25 (+/-) ACRES, LOCATED ON BLUE ANGEL PARKWAY, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

## Section 1. Purpose and Intent

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

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2017-01."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

> A parcel within Section 25, Township 1S, Range 31W, parcel number 25-1S-31-2304-000-001, totaling 3.25 (+/-) acres, located on Blue Angel Parkway, as more particularly described in the boundary survey by Northwest Florida Engineering & Surveying, Inc., signed and sealed by Russell T. Weaver, August 27, 2001, attached as Exhibit A, changing from Commercial (C) to Mixed-Use Urban (MU-U).

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

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

**Section 6. Effective Date**

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DRAFT

**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:**

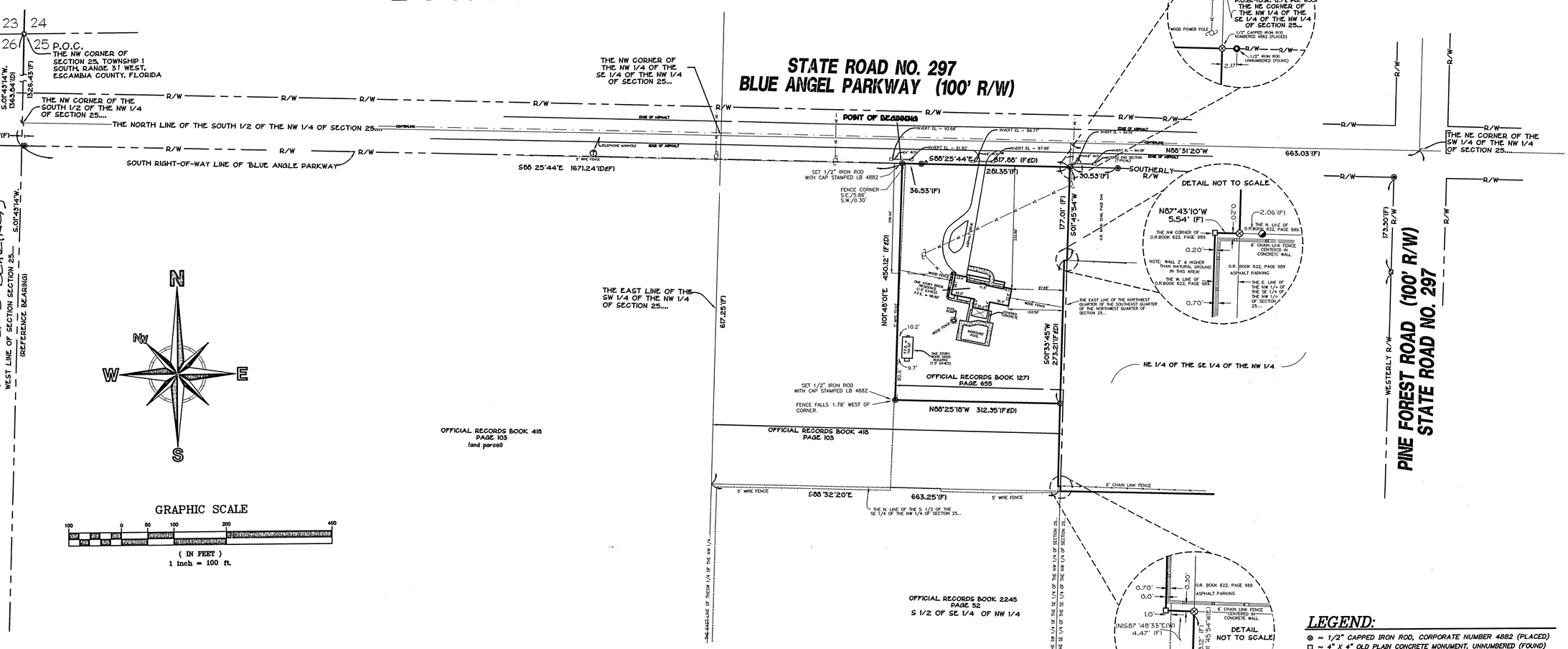
**EFFECTIVE DATE:**

DRAFT

JESTER - 11875 - 11875-00-3B-MODEL.PLT - 08/24/2001 6:16:40 PM

Exhibit A

# BOUNDARY SURVEY WITH INMPROVEMENTS




GRAPHIC SCALE

100 0 50 100 200 400

( IN FEET )
1 inch = 100 ft.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING INC.

COMMENCE AT A 4"X4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO S.01°49'14"W. ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1369.84 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 'BLUE ANGLE PARKWAY', (A/K/A/ STATE ROAD #297, A 100' R/W); THENCE GO S.88°25'44"E. ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE FOR 1671.24 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY, S.88°25'44"E. A DISTANCE OF 317.88 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST; THENCE DEPARTING FROM RIGHT OF WAY LINE, S.01°45'54"W. A DISTANCE OF 177.01 FEET; THENCE GO N.87°43'10"W. A DISTANCE OF 5.54 FEET; THENCE GO S.01°39'45"W. A DISTANCE OF 273.21 FEET; THENCE GO N.88°25'18"W. A DISTANCE OF 312.95 FEET; THENCE GO N.01°48'01"E. A DISTANCE OF 450.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE PORTION OF LAND IS SITUATED IN A PORTION OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 3.25 ACRES

*CERTIFIED TO:*
BLUE ANGEL LAND, L.L.C.
LAWRENCE C. SCHILL, P.A.
CITIZENS & PEOPLES BANK, N.A.
STEVEN C. MERRITT
ATTORNEY'S TITLE INSURANCE FUND, INC.

## *SURVEYOR'S NOTES:*

1.) THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 01 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
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9.) THE PARCEL AS SHOWN HEREON IS A NEW PARCEL CREATED AS PER THE CLIENTS REQUEST.

## *LEGEND:*

- ⊗ ~ 1/2" CAPPED IRON ROD, CORPORATE NUMBER 4882 (PLACED)
- □ ~ 4" X 4" OLD PLAIN CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ● ~ 5/8" D.O.T. CAPPED IRON ROD (FOUND)
- ● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
- ⊘ ~ 1/2" CAPPED IRON ROD, NUMBER 1748 (FOUND)
- ○ ~ 1" OLD PLAIN IRON PIPE, UNNUMBERED (FOUND)
- (D) ~ DEED/DESCRIPTION INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- MB ~ MAIL BOX
- ~ WOOD POWER POLE
- ~ GUY WIRE ANCHOR
- —E— ~ AERIAL (OVERHEAD) ELECTRIC LINE

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
1500 NORTH PALAFOX STREET, PENSACOLA, FLORIDA 32501

Russell T. Weaver 08/27/01

*RUSSELL T. WEAVER PROFESSIONAL SURVEYOR & MAPPER*
REGISTRATION NUMBER 6224 CORPORATE NUMBER 4882
STATE OF FLORIDA

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| NO. | REVISIONS | DATE | APPR. |
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| | | | |

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

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
1500 N. Palafox St.
Pensacola, Fl 32501
(850) 433-1068
105 Willing St.
Milton, Fl 32570
(850) 623-2270

| DRAWN | CHECKED | DATE |
|---|---|---|
| SAM | RTW | 8/24/00 |

SCALE 1" = 100'

PARTY CHIEF = A.STRICKLAND/FIELD BOOK = C115 PAGE 71/ FIELD DATE= 08/16/01

**BOUNDARY SURVEY**
**OF: A PORTION OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.**

PREPARED FOR & REQUESTED BY: TRACY REYNOLDS

PROJECT NO. 11875 -00
INDEX 10
NO. 1 OF 1 SHEETS

**ORDINANCE NUMBER 2017-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 25, TOWNSHIP 1S, RANGE 31W, PARCEL NUMBER 25-1S-31-2304-000-001, TOTALING 3.25 (+/-) ACRES, LOCATED ON BLUE ANGEL PARKWAY, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

## Section 1. Purpose and Intent

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

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2017-01."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

> A parcel within Section 25, Township 1S, Range 31W, parcel number 25-1S-31-2304-000-001, totaling 3.25 (+/-) acres, located on Blue Angel Parkway, as more particularly described in the boundary survey by Northwest Florida Engineering & Surveying, Inc., signed and sealed by Russell T. Weaver, August 27, 2001, attached as Exhibit A, changing from Commercial (C) to Mixed-Use Urban (MU-U).

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

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

**INTENTIONALLY LEFT BLANK**

**Section 6. Effective Date**

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this_____ day of _____, 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:**

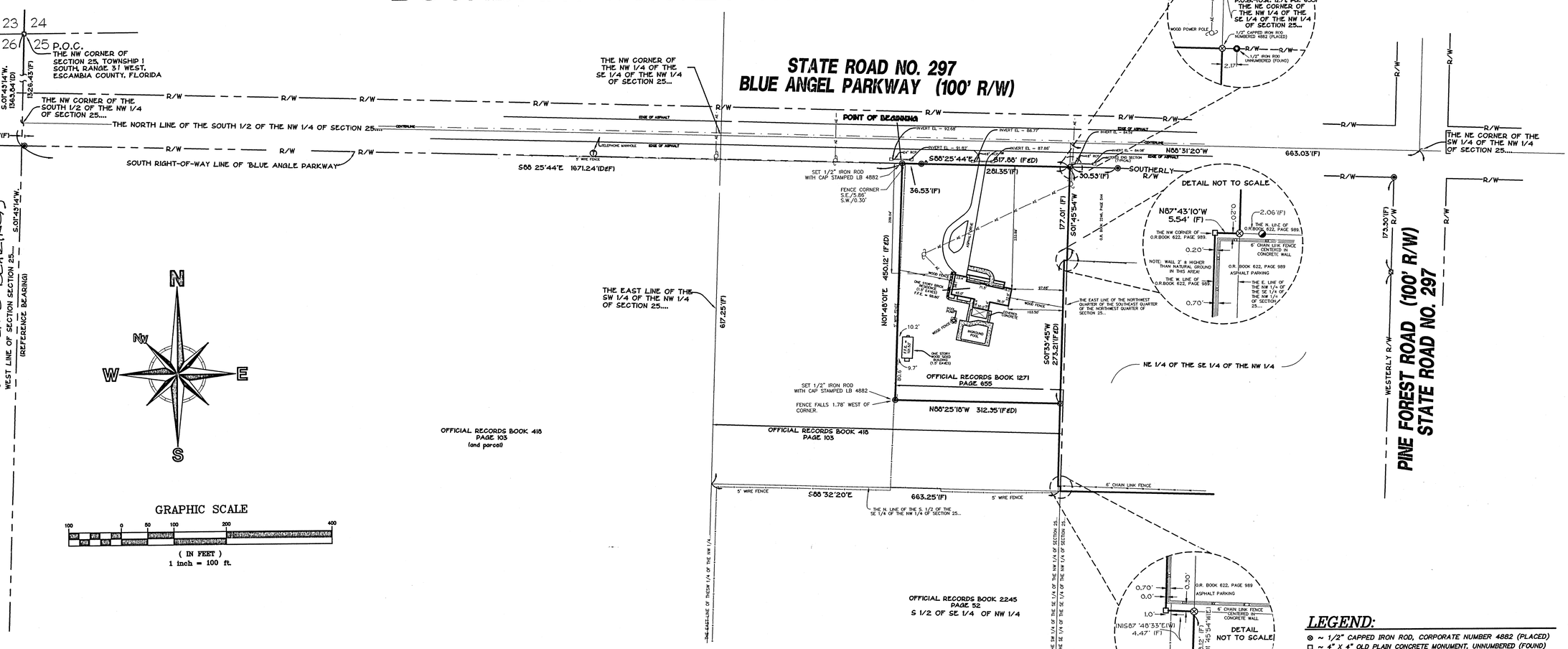
**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

JESTER - 11875 - 11875-00-3B-MODEL.PLT - 08/24/2001 6:16:40 PM

Exhibit A

# BOUNDARY SURVEY WITH INMPROVEMENTS




GRAPHIC SCALE

100 0 50 100 200 400

( IN FEET )
1 inch = 100 ft.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING INC.

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NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
1500 NORTH PALAFOX STREET, PENSACOLA, FLORIDA 32501

Russell T. Weaver 08/27/01

*RUSSELL T. WEAVER PROFESSIONAL SURVEYOR & MAPPER*
REGISTRATION NUMBER 6224 CORPORATE NUMBER 4882
STATE OF FLORIDA

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| NO. | REVISIONS | DATE | APPR. |
|---|---|---|---|
| | | | |

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

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
1500 N. Palafox St.
Pensacola, Fl 32501
(850) 433-1068
105 Willing St.
Milton, Fl 32570
(850) 623-2270

| DRAWN | CHECKED | DATE |
|---|---|---|
| SAM | RTW | 8/24/00 |

SCALE 1" = 100'

PARTY CHIEF = A.STRICKLAND/FIELD BOOK = C115 PAGE 71/ FIELD DATE= 08/16/01

**BOUNDARY SURVEY**
**OF: A PORTION OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.**

PREPARED FOR & REQUESTED BY: TRACY REYNOLDS

PROJECT NO. 11875 -00
INDEX 10
NO. 1 OF 1 SHEETS

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12540** **Growth Management Report 16. 4.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-02
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-02

That the Board of County Commissioners (BCC) review and adopt a Small Scale Map Amendment, SSA-2017-02, amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) Map, changing the FLU category of a parcel within Section 25, Township 1S, Range 31W, Parcel Number 25-1S-31-2304-000-005, totaling 8.59 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

## BACKGROUND:

The applicant is requesting a FLU Map amendment for a 8.59 (+/-) acre parcel, from Commercial (C) to Mixed-Use Urban (MU-U), that would eliminate the FLU constraint of residential development permitted only as secondary to primary commercial development of the parcel.

## 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 recommendations or comments from that review are attached herein.

## PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Amendment of the Comprehensive Plan 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 Comprehensive Plan will be filed with the Department of State following adoption by the BCC.

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map of the Comprehensive Plan 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**

Working Case File
Draft Ordinance
Clean Ordinance

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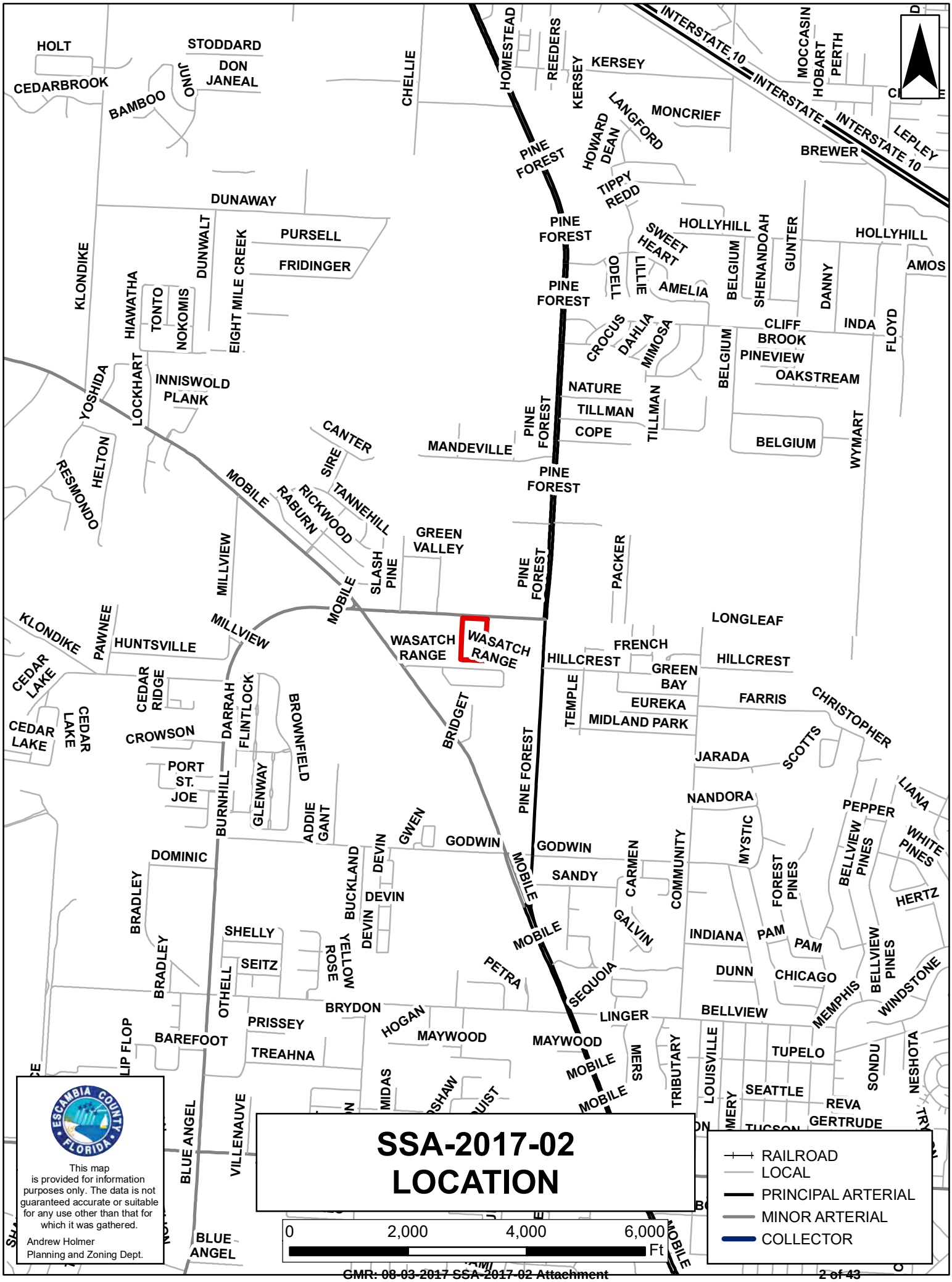
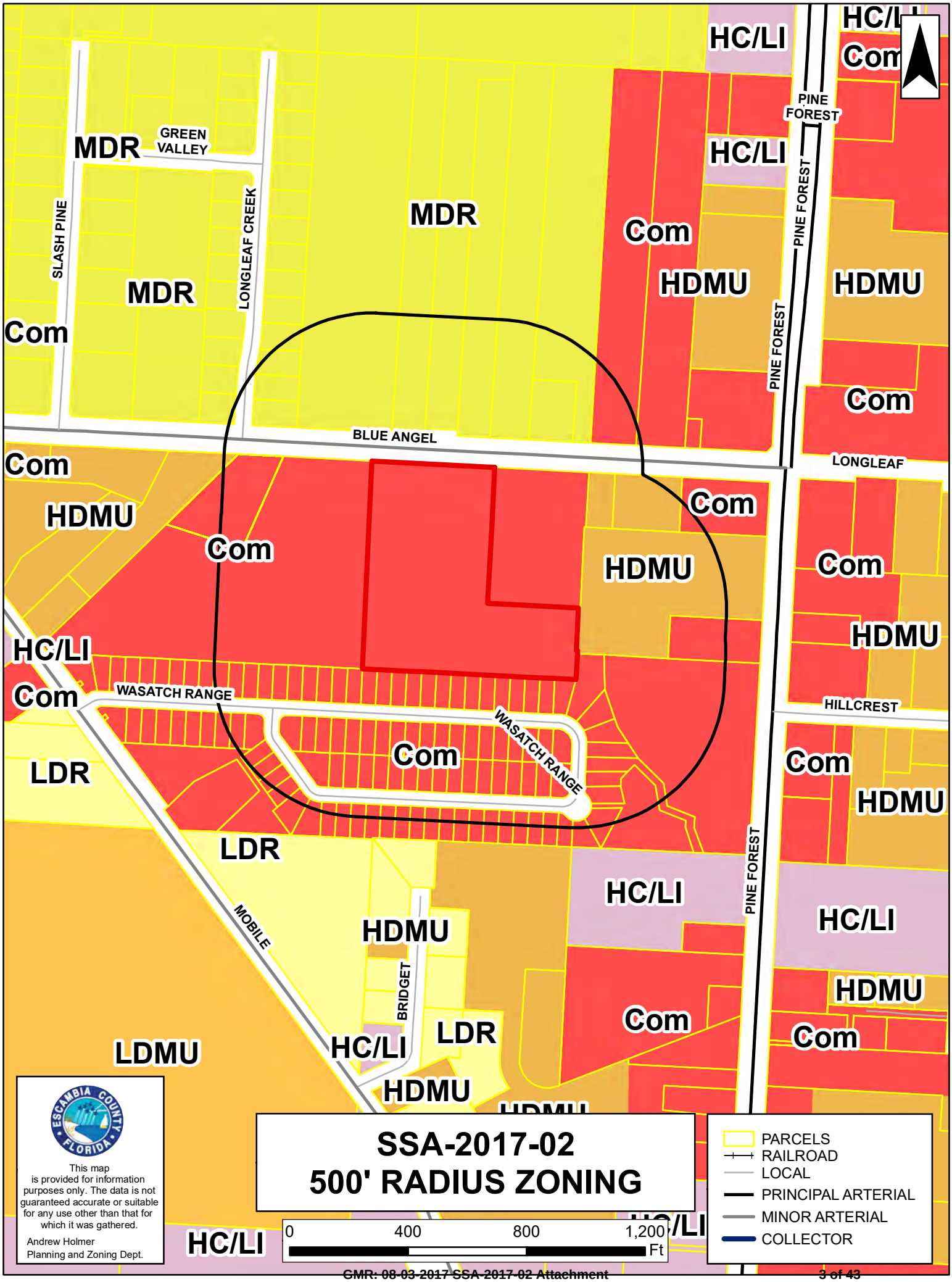
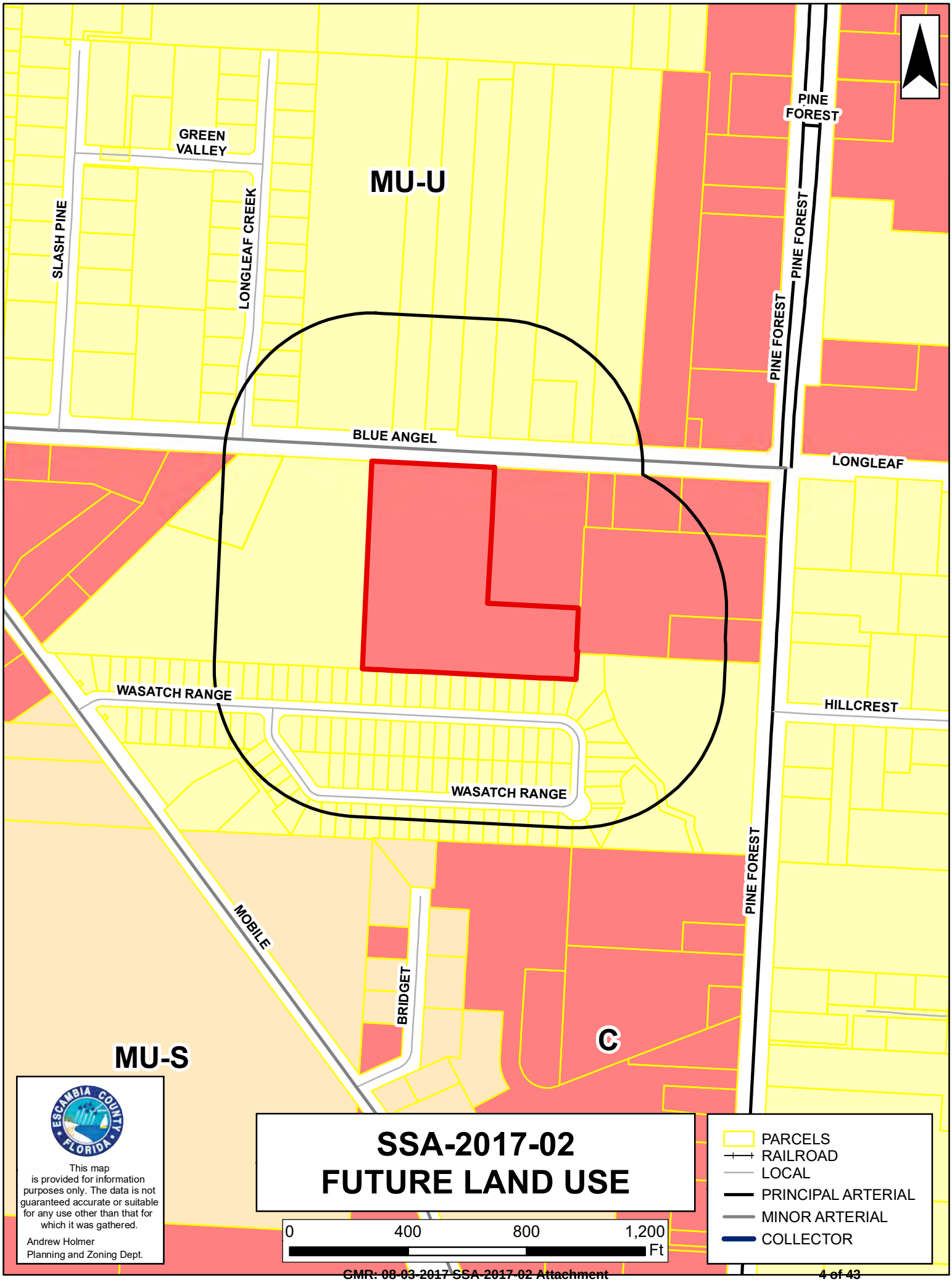
# SSA-2017-02




# SSA-2017-02 LOCATION




# SSA-2017-02
# 500' RADIUS ZONING


GREEN VALLEY
SLASH PINE
LONGLEAF CREEK
MU-U
PINE FOREST
PINE FOREST
PINE FOREST
BLUE ANGEL
LONGLEAF
WASATCH RANGE
WASATCH RANGE
HILLCREST
MOBILE
BRIDGET
PINE FOREST
C
MU-S
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.
SSA-2017-02
FUTURE LAND USE
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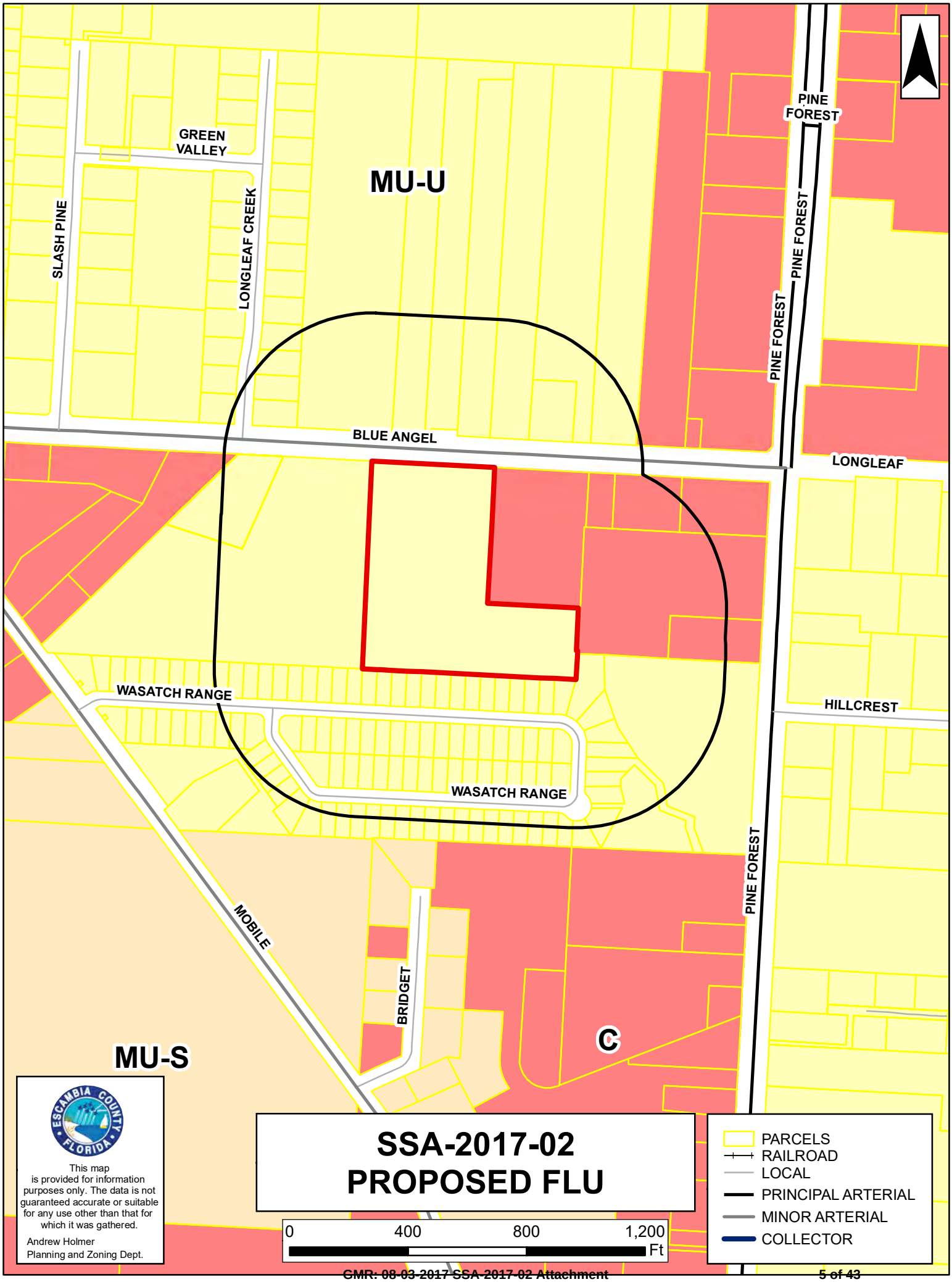
PARCELS
RAILROAD
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR


MU-U
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SLASH PINE
LONGLEAF CREEK
PINE FOREST
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LONGLEAF
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HILLCREST
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SSA-2017-02
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PRINCIPAL ARTERIAL
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COLLECTOR
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Andrew Holmer
Planning and Zoning Dept.

# SSA-2017-02
# AERIAL

0 200 400 600 Ft

PARCELS
RAILROAD
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR

ESCAMBIA COUNTY FLORIDA

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Andrew Holmer
Planning and Zoning Dept.

NOTICE OF
REQUEST FOR FUTURE
LAND USE CHANGE
EXISTING FUTURE LAND USE C
PROPOSED FUTURE LAND USE MU-U
CPA NUMBER SSA-2017-02
PUBLIC MEETING/HEARING
PLANNING BOARD
DATE: 07/10/17 TIME: 8:35 AM
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM
DATE: 08/03/17 TIME: 5:47 PM
ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
1st FLOOR BCC CHAMBERS
FOR MORE INFORMATION CALL:
595-3475

SSA-2017-02

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpage1@att.net

May 15, 2017
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

**RE: Small Scale Future Land Use Change**
**From Commercial to Mixed Use-Urban MU-U**
**Parcel Number 25-1S-31-2304-000-005**
**Address: 7000 North Blue Angel Parkway**
**Owners: Kings Way Church & Christian Center**

Dear Mr. Jones:

This letter together with the attached application and supporting documentation requests Planning Board consideration to change the referenced property Future Land Use from Commercial to Mixed Use-Urban MU-U.

If approved, the parcel will then have the same zoning and future land use classifications as the existing apartment complex located west and adjacent to the site. With regard to location criteria, the site is located within 1,000 feet from the Pine Forest Road intersection, which is a major collector roadway. Owners contemplate construction of another apartment complex.

Please contact me if you have any questions or require anything further. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

PPB 170 500005
SSA-2017-02

## FUTURE LAND USE MAP AMENDMENT APPLICATION

**(THIS SECTION FOR OFFICE USE ONLY):**

**TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT** ✓
**LARGE SCALE FLU AMENDMENT** _____

**Current FLU:** Com **Desired FLU:** MU-U **Zoning:** Com **Taken by:** A Cam

**Planning Board Public Hearing, date(s):** 7/11/17

**BCC Public Hearing, proposed date(s):** 8/3/17

**Fees Paid** _____ **Receipt #** _____ **Date:** 5/25/2017

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL**

Name: King's Way Church and Christian Center

Address: 7895 Pensacola Blvd.

City: Pensacola State: Florida Zip Code: 32534

Telephone: ( ) 850.494.2244

Email: David@bowensports.com

**DESCRIPTION OF PROPERTY:**

Street address: 7000 Blue Angel Parkway Pensacola, Florida 325

Subdivision:

Property reference number: Section 25 Township 1S Range 30

Parcel 2304 Lot 000 Block 005

Size of Property (acres) 8.59ac

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

**By my signature, I hereby certify that:**

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Felicia S Bowen — The Dwelling Place of NW Florida /aka King's Way Church & Christian Center — 5/18/17

Signature (Property Owner) Printed Name Date

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 7895 Pensacola Boulevard ~~7855~~ 7000 BLUE ANGEL PKWY

City: Pensacola, State: FL Zip: 325

Telephone ( ) 850 - 494-2244 Fax # ( ) _____ - _____

Email: david@bowensports.com

STATE OF Florida
COUNTY OF Santa Rosa

The forgoing instrument was acknowledged before me this 18th day of May, year of 2017 by, Felicia Bowen who (~~x~~ did ( ) did not take an oath. He/she is (~~x~~ personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Lechia Froman 5-18-17 LECHIA FROMAN

Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

NOTARY PUBLIC STATE OF FLORIDA
LECHIA FROMAN
MY COMMISSION # FF 222391
EXPIRES: May 1, 2019
Bonded Thru Budget Notary Services

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7000 ~~7895~~ Blue Angel Parkway, Pensacola, Florida, Property Reference Number(s) 28-1S-31-2304-000-005, I hereby designate W.C."Buddy" Page, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 18th day of May, the year of 2017, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Felicia S Bowen — The Dwelling Place of NW FL, Inc aka King's Way Church & Christian Center — 5/18/17

Signature of Property Owner | Date | Printed Name of Property Owner

P Page — MAY 18, 2017

Signature of Agent | Date | Printed Name of Agent

STATE OF Florida

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 18th day of May, year of 2017, by Felicia Bowen who (✓) did ( ) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Lechia Froman 5-18-17

Signature of Notary Public | Date | Printed Name of Notary Public

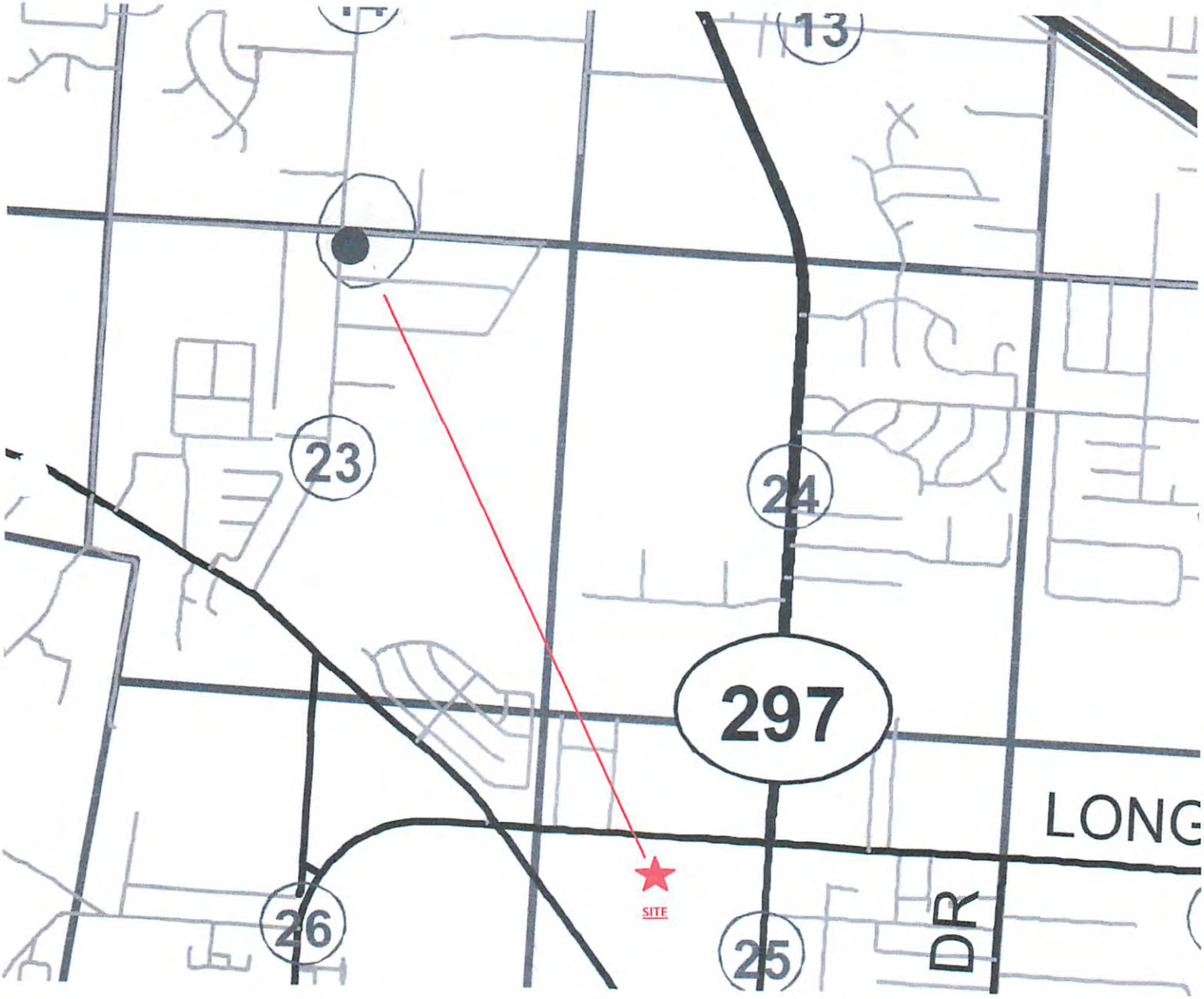
Commission Number _____ LECHIA FROMAN MY COMMISSION # FF 222991 EXPIRES: May 1, 2019 Bonded Thru Budget Notary Services My Commission Expires _____

(Notary seal must be affixed)

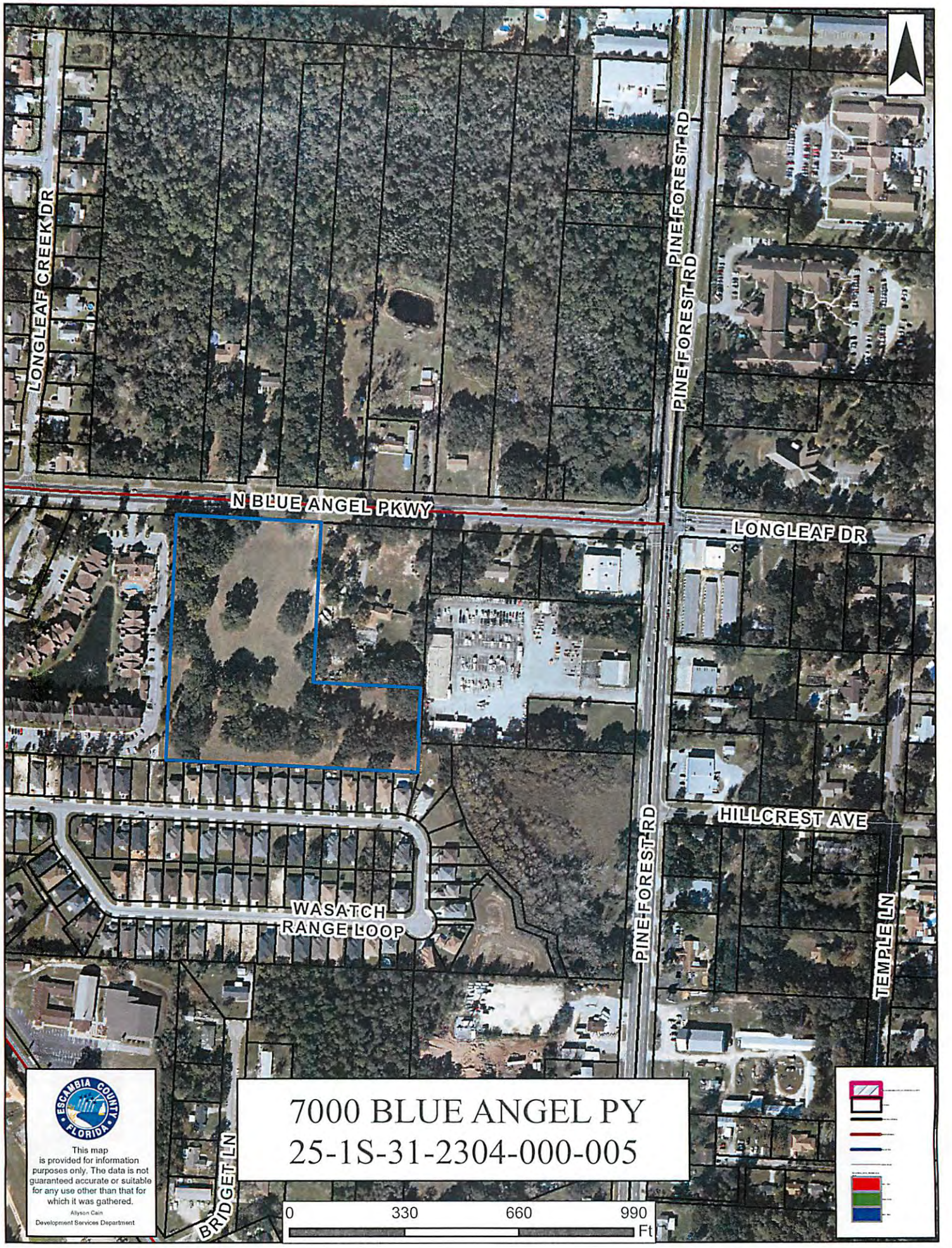


**Agent's signature** **Agent's name (print)**

# WELL HEAD LOCATION MAP




NEAREST WELLHEAD LOCATED AT THE SOUTHEAST CORNER OF WILDE LAKE BLVD. AND EIGHT MILE CREEK ROAD SOME 1.5 MILES NORTHWEST OF SITE


LONGLEAF CREEK DR
PINE FOREST RD
N BLUE ANGEL PKWY
LONGLEAF DR
HILLCREST AVE
WASATCH RANGE LOOP
PINE FOREST RD
TEMPLE LN
BRIDGET LN
7000 BLUE ANGEL PY
25-1S-31-2304-000-005
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.
Allyson Cain
Development Services Department
0
330
660
990
Ft

# Detail by Entity Name

Florida Not For Profit Corporation
KING'S WAY CHURCH AND CHRISTIAN CENTER, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | N02000002652 |
| **FEI/EIN Number** | 75-3035379 |
| **Date Filed** | 04/05/2002 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 08/05/2016 |
| **Event Effective Date** | NONE |

**Principal Address**

7895 PENSACOLA BLVD
PENSACOLA, FL 32534

Changed: 11/21/2014

**Mailing Address**

7895 PENSACOLA BLVD
PENSACOLA, FL 32534

Changed: 11/21/2014

**Registered Agent Name & Address**

LEUCHTMAN, GARY B
921 PALAFOX STREET
PENSACOLA, FL 32501

Name Changed: 08/05/2016

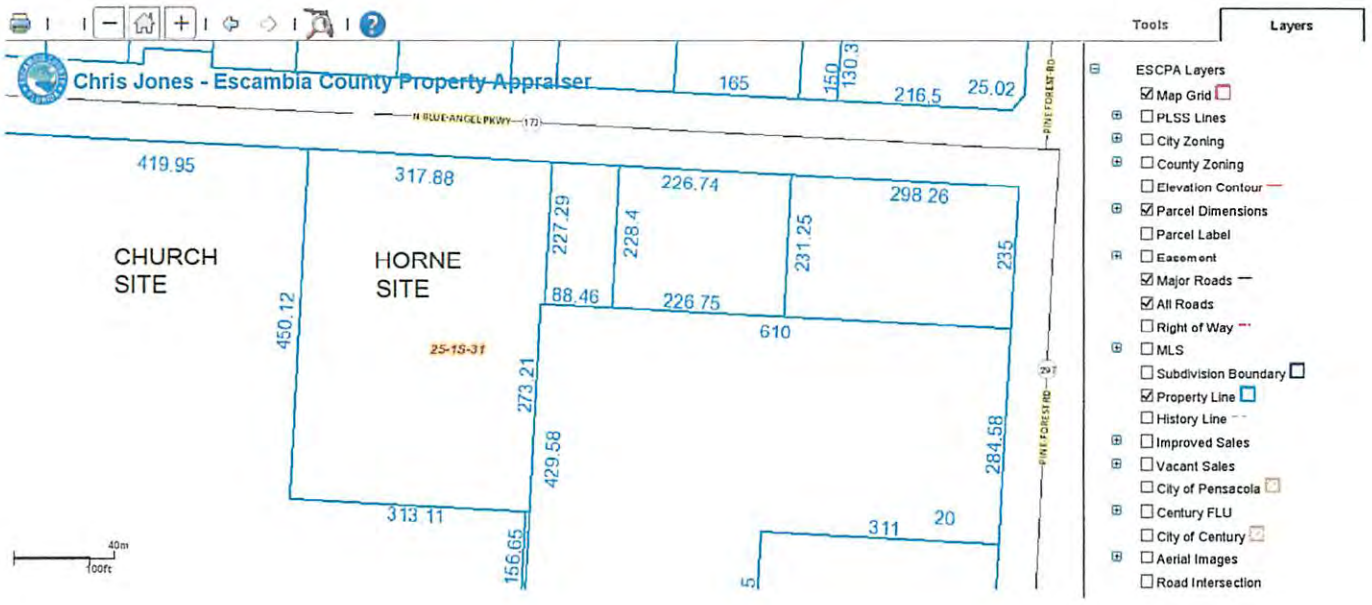
Address Changed: 08/05/2016

**Officer/Director Detail**

**Name & Address**

Title P

BOWEN, FELECIA
7895 PENSACOLA BLVD.
PENSACOLA, FL 32534




Both lots are located less than 1,000' from Pine Forest Road Intersection
313' + 89' + 227' + 299' = 933'

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

Mar. 28, 2017

Mr. Buddy Page
5337 Hamilton Lane
Pace, FL 32571

**Re: 7000 & 7155 Blue Angel Parkway, Pensacola, FL 32526**

Dear Mr. Page:

In response to your request, this letter will confirm that the Emerald Coast Utilities Authority does own, operate, and maintain a potable water distribution system and a sanitary sewer collection system to serve the above referenced addresses.

ECUA also has the capacity to provide solid waste disposal service to this location.

If you should have any questions or need any further information, please feel free to call me at 969-6562.

Sincerely,

Thomas E. Justice
GPS Field Coordinator

TEJ/VF

c:\users\spannc\appdata\local\microsoft\windows\temporary internet files\content.outlook\e9tc0kgd\7000 7155 blue angel parkway pensacola fl.doc

Vicki Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five

# DATA AND ANALYSIS RESPONSE

## 7000/7155 Blue Angel Parkway Pensacola, Florida

**UTILITE SERVICES**

The attached letter dated March 28, 2017 from the Emerald Coast Utilities Authority (ECUA) affirms that the site is within their service boundary area and that there is current capacity to provide the required water, sanitary sewer and solid waste services to the site.

**STORMWATER MANAGEMENT**

The detailed site plan will identify specific stormwater management plans which will include design, capacities, collection techniques and treatment details which will be submitted to the County for review and approval.

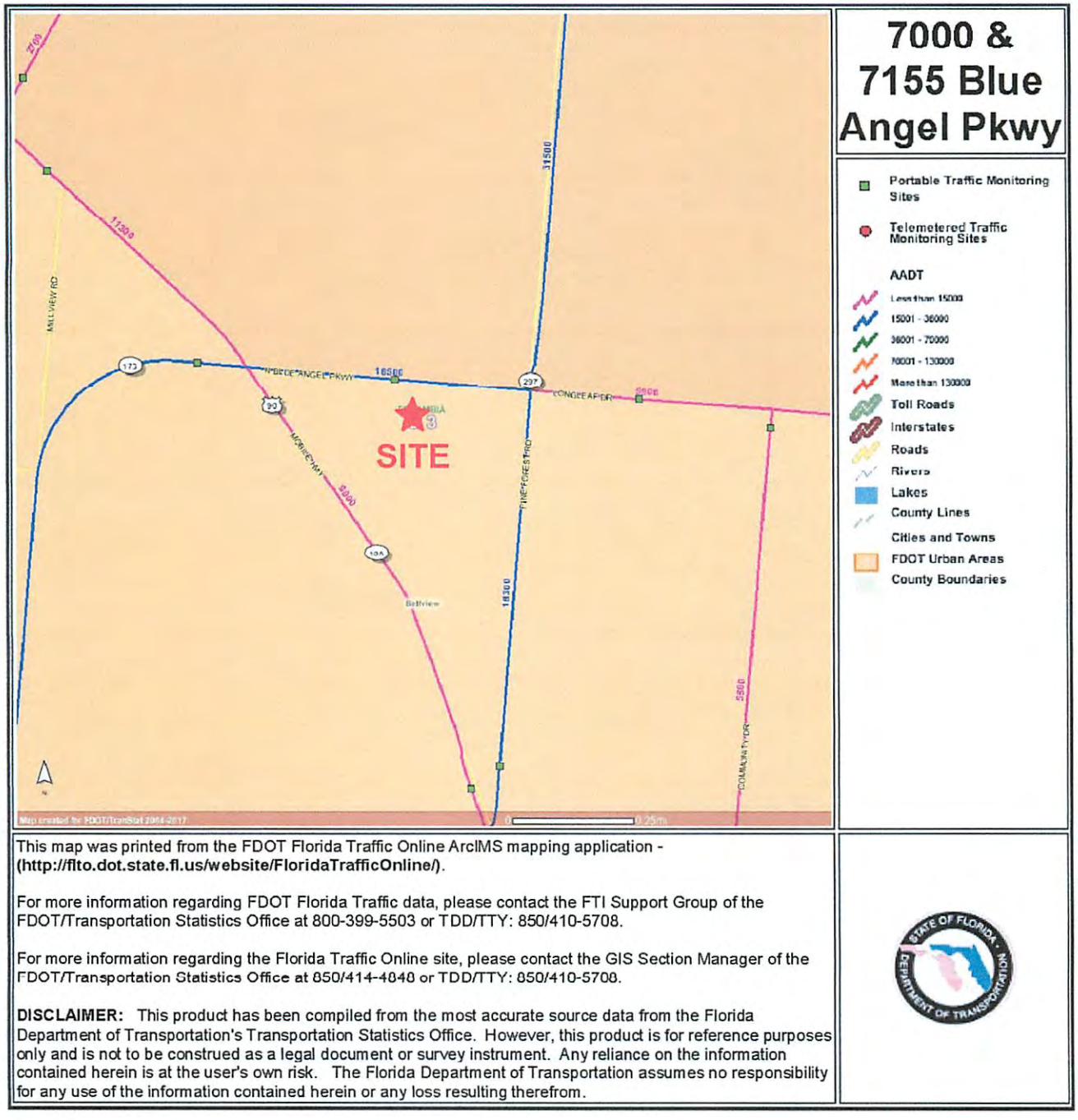
**TRAFFIC**

The site fronts on the south side of Blue Angel Parkway between Pine Forest Road to the east and Mobile Highway to the west. The roadway at this location has been recently upgraded to a three lane facility with the center serving as a left turn lane. Exhibit "A" depicts location and a 2016 daily traffic count of 16,500 vehicles. Using a trip generation application, Exhibits B and C depict potential afternoon trips generated from two possible developments . Exhibit "B" depicts PM trips from a proposed 150 unit apartment complex would contribute some 93 PM traffic to the roadway compared to Exhibit "C" depicting a potential government office building at this location generating some 94 PM trips to the roadway. The existing roadway capacity could absorb either of these potential added volumes without having significant impact on the level of service.

**RECREATION AND OPEN SPACE**

While the site will contain open space and recreational facilities for its residents, this commercially related development will not adversely impact the area public recreation and open spaces.

**SCHOOLS** This proposed development will likely house residents of school age. The apartment design of potentially 150 units will likely contain some 60 two bedroom units allowing the possibility for some school age populations to impact the capacity of the area schools.




This map was printed from the FDOT Florida Traffic Online ArcIMS mapping application - **(http://fito.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 850/414-4040 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.

# EXHIBIT "A"

## Traffic Acount AADT = 16,500

# EXHIBIT "B"

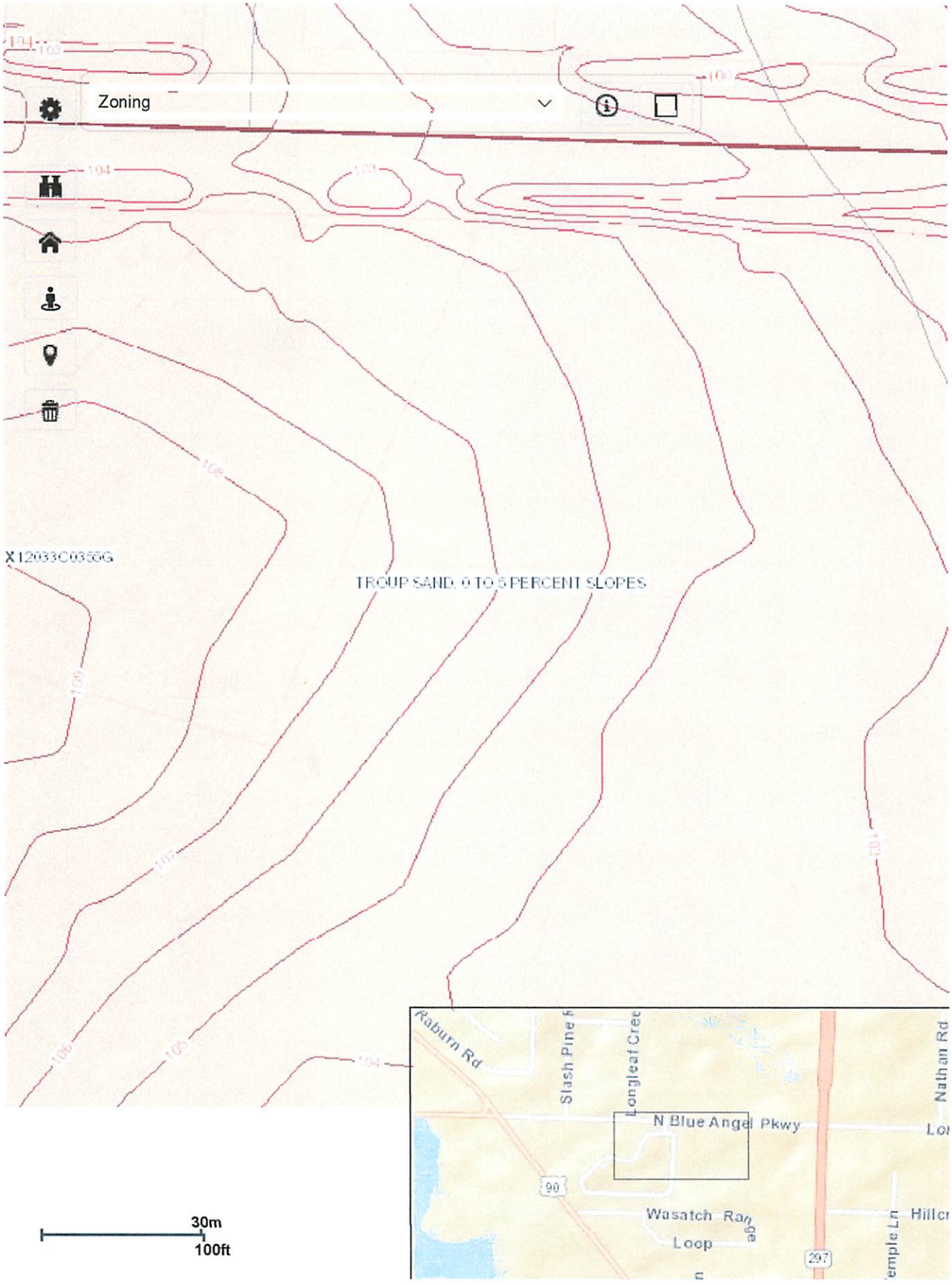
| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Prison 571 | KSF² | NA | 7.27 | 2.91 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Prison 571 | Employees | 1.80 | 0.42 | 0.23 | | 66% | 34% | 28% | 72% | | 0 | 0 | 0 | 0 |
| Library 590 | KSF² | 56.24 | 1.04 | 7.30 | | 71% | 29% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Library 590 | Employees | 52.52 | 1.03 | 5.40 | | 69% | 31% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Lodge/Fraternal Organization591 | Members | 0.29 | 0.01 | 0.03 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Lodge/Fraternal Organization591 | Employees | 46.90 | 2.10 | 4.05 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Hospital 610 | KSF² | 16.50 | 1.12 | 1.14 | | 59% | 41% | 42% | 58% | | 0 | 0 | 0 | 0 |
| Hospital 610 | Beds | 11.81 | 1.14 | 1.31 | | 71% | 29% | 36% | 64% | | 0 | 0 | 0 | 0 |
| Hospital 610 | Employees | 5.20 | 0.33 | 0.33 | | 72% | 28% | 31% | 69% | | 0 | 0 | 0 | 0 |
| Nursing Home 620 | Beds | 2.37 | 0.17 | 0.22 | | NA | NA | 33% | 67% | | 0 | 0 | 0 | NA |
| Nursing Home 620 | Employees | 6.55 | 0.19 | 0.80 | | 69% | 31% | NA | NA | | 0 | 0 | 0 | 0 |
| Nursing Home 620 | KSF² | 7.58 | 0.55 | 0.74 | | 71% | 29% | 52% | 48% | | 0 | 0 | 0 | 0 |
| Clinic 630 | KSF² | 31.45 | NA | 5.16 | | NA | NA | NA | NA | | 0 | NA | 0 | NA |
| Clinic 630 | Employees | 7.75 | 0.90 | 1.23 | | 50% | 50% | 41% | 59% | | 0 | 0 | 0 | 0 |
| Animal/Veterinary Hospital/Clinic 640 | KSF² | NA | 4.08 | 4.72 | | 72% | 28% | 39% | 61% | | | | 0 | 0 |
| General Office 710 (Equation) | KSF² | **Equations** | | | | 88% | 12% | 17% | 83% | | 0 | 0 | 0 | 0 |
| General Office 710 | KSF² | 11.01 | 1.55 | 1.49 | | 88% | 12% | 17% | 83% | | 0 | 0 | 0 | 0 |
| Corporate Headquarters 714 | KSF² | 7.98 | 1.49 | 1.40 | | 93% | 7% | 10% | 90% | | 0 | 0 | 0 | 0 |
| Corporate Headquarters 714 | Employees | 2.33 | 0.45 | 0.38 | | 93% | 7% | 11% | 89% | | 0 | 0 | 0 | 0 |
| Single Tenant Office Bldg 715 | KSF² | 11.57 | 1.80 | 1.73 | | 89% | 11% | 15% | 85% | | 0 | 0 | 0 | 0 |
| Single Tenant Office Bldg 715 | Employees | 3.62 | 0.53 | 0.50 | | 89% | 11% | 15% | 85% | | 0 | 0 | 0 | 0 |
| + Medical Dental Office 720 | KSF² | 36.13 | 2.30 | 3.46 | | 79% | 21% | 27% | 73% | 5.0 | 181 | 12 | 17 | 9 |
| Medical Dental Office 720 | Employees | 8.91 | 0.53 | 1.06 | | 79% | 21% | 34% | 66% | | 0 | 0 | 0 | 0 |
| Government Office Building 730 | KSF² | 68.93 | 5.88 | 1.21 | | 84% | 16% | 31% | 69% | 78.0 | 5,377 | 459 | 94 | 385 |
| Government Office Building 730 | Employees | 11.95 | 1.02 | 1.91 | | 84% | 16% | 74% | 26% | | 0 | 0 | 0 | 0 |
| State Motor Vehicles Dept. 731 | KSF² | 166.02 | 9.84 | 17.09 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| State Motor Vehicles Dept. 731 | Employees | 44.54 | 2.64 | 4.58 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| US Post Office 732 | KSF² | 108.19 | 8.21 | 11.12 | | 52% | 48% | 51% | 49% | | 0 | 0 | 0 | 0 |
| US Post Office 732 | Employees | 28.32 | 2.01 | 2.84 | | 52% | 48% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Gov. Office Complex 733 | KSF² | 27.92 | 2.21 | 2.85 | | 89% | 11% | 31% | 69% | 78.0 | 2,178 | 172 | 222 | 153 |
| Gov. Office Complex 733 | Employees | 7.75 | 0.61 | 0.79 | | 89% | 11% | 31% | 69% | | 0 | 0 | 0 | 0 |
| Office Park 750 | KSF² | 11.42 | 1.71 | 1.48 | | 89% | 11% | 14% | 86% | | 0 | 0 | 0 | 0 |
| Office Park 750 | Employees | 3.50 | 0.43 | 0.39 | | 92% | 8% | 15% | 85% | | 0 | 0 | 0 | 0 |
| Office Park 750 | Acres | 195.11 | 25.65 | 28.28 | | 92% | 8% | 15% | 85% | | 0 | 0 | 0 | 0 |
| R&D Center 760 | KSF² | 8.11 | 1.22 | 1.07 | | 83% | 17% | 15% | 85% | | 0 | 0 | 0 | 0 |
| R&D Center 760 | Employees | 2.77 | 0.43 | 0.41 | | 86% | 14% | 10% | 90% | | 0 | 0 | 0 | 0 |
| R&D Center 760 | Acres | 79.61 | 16.77 | 15.44 | | 84% | 16% | 12% | 88% | | 0 | 0 | 0 | 0 |
| Business Park 770 | KSF² | 12.76 | 1.43 | 1.29 | | 84% | 16% | 23% | 77% | | 0 | 0 | 0 | 0 |
| Business Park 770 | Employees | 4.04 | 0.45 | 0.39 | | 85% | 15% | 22% | 78% | | 0 | 0 | 0 | 0 |
| Business Park 770 | Acres | 149.79 | 18.86 | 16.84 | | 85% | 15% | 20% | 80% | | 0 | 0 | 0 | 0 |
| Building Materials/Lumber 812 | KSF² | 45.16 | 2.60 | 4.49 | | 67% | 33% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Building Materials/Lumber 812 | Employees | 32.12 | 2.42 | 2.77 | | 62% | 38% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Free Standing Discount Superstore 81 | KSF² | 53.13 | 1.67 | 4.61 | 28% | 56% | 44% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Specialty Retail Center 814 | KSF² | 44.32 | 6.84 | 2.71 | | 48% | 52% | 44% | 56% | | 0 | 0 | 0 | 0 |
| Specialty Retail Center 814 | Employees | 22.36 | NA | NA | | NA | NA | NA | NA | | 0 | NA | NA | NA |
| Free-Standing Discount Store 815 | KSF² | 57.24 | 1.06 | 5.00 | 17% | 68% | 32% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Free-Standing Discount Store 815 | Employees | 28.84 | 0.51 | 3.48 | 17% | 66% | 34% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Hardware/Paint Store 816 | KSF² | 51.29 | 1.08 | 4.84 | 26% | NA | NA | 47% | 53% | | 0 | 0 | 0 | NA |
| Hardware/Paint Store 816 | Employees | 53.21 | 1.13 | 5.05 | 26% | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Hardware/Paint Store 816 | Acres | 545.77 | 11.54 | 51.79 | 26% | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Garden Center) 817 | KSF² | 36.08 | 1.31 | 3.80 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Garden Center) 817 | Employees | 22.13 | 0.69 | 1.99 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Garden Center) 817 | Acres | 96.21 | 2.59 | 7.52 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Wholesale) 818 | KSF² | 39.00 | 2.40 | 5.17 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Wholesale) 818 | Employees | 23.40 | 0.34 | 0.47 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Nursery (Wholesale) 818 | Acres | 19.50 | 0.26 | 0.45 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Shopping Center 820 (Equation) | KSF² | **Equations** | | | 34% | 61% | 39% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Shopping Center 820 Rate | KSF² | 42.94 | 1.00 | 3.73 | 34% | 61% | 39% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Factory Outlet Center 823 | KSF² | 26.59 | 0.67 | 2.29 | | 73% | 27% | 47% | 53% | | 0 | 0 | 0 | 0 |
| New Car Sales 841 | KSF² | 33.34 | 2.03 | 2.59 | | 74% | 26% | 39% | 61% | | 0 | 0 | 0 | 0 |
| New Car Sales 841 | Employees | 21.14 | 0.67 | 0.96 | | 44% | 56% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Automobile Parts Sales 843 | KSF² | 61.91 | 2.21 | 5.98 | 43% | NA | NA | 49% | 51% | | 0 | 0 | 0 | NA |
| Tire Store 848 | Service Bays | NA | 2.10 | 3.54 | 28% | 64% | 36% | 42% | 58% | | 0 | 0 | 0 | 0 |
| Tire Store 848 | KSF² | 24.87 | 2.89 | 4.15 | 28% | 63% | 37% | 43% | 57% | | 0 | 0 | 0 | 0 |
| Tire Superstore 849 | Service Bays | 30.55 | 2.01 | 3.17 | | 65% | 35% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Tire Superstore 849 | KSF² | 20.36 | 1.34 | 2.11 | | 65% | 35% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Supermarket 850 | KSF² | 102.24 | 3.59 | 10.50 | 36% | 61% | 39% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt. (Open 24 hrs) 851 | KSF² | 737.99 | 67.03 | 52.41 | 61% | 50% | 50% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt. (Open 16 Hrs) 852 | KSF² | NA | 31.02 | 34.57 | | 50% | 50% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt w/ Gas Pumps 853 | KSF² | 845.60 | 43.90 | 59.69 | 66% | 50% | 50% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Convenience. Mkt w/ Gas Pumps 853 | Fuel Position | 542.60 | 16.57 | 19.07 | 66% | 50% | 50% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Discount Supermarket 854 | KSF² | 96.82 | 2.74 | 8.90 | 23% | 58% | 42% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Discount Club 857 | KSF² | 41.80 | 0.56 | 4.24 | | 71% | 29% | 50% | 50% | | 0 | 0 | 0 | 0 |
| Discount Club 857 | Employees | 32.21 | 0.98 | 2.79 | | 77% | 23% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Wholesale Market 860 | KSF² | 6.73 | 0.51 | 0.88 | | 67% | 33% | 53% | 47% | | 0 | 0 | 0 | 0 |
| Sporting Goods Superstore 861 | KSF² | NA | NA | 3.10 | | NA | NA | 47% | 53% | | 0 | NA | 0 | NA |
| Home Improvement Superstore 862 | KSF² | 29.80 | 1.26 | 2.37 | 48% | 57% | 43% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Electronics Superstore 863 | KSF² | 45.04 | 0.28 | 4.50 | 40% | NA | NA | 49% | 51% | | 0 | 0 | 0 | NA |
| Toy/Children's Superstore 864 | KSF² | NA | NA | 4.99 | | NA | NA | 50% | 50% | | 0 | NA | 0 | NA |
| Baby Superstore 865 | KSF² | NA | NA | 1.82 | | NA | NA | 50% | 50% | | 0 | NA | 0 | NA |
| Pet Supply Superstore 866 | KSF² | NA | NA | 3.38 | | NA | NA | 50% | 50% | | 0 | NA | 0 | NA |
| Office Supply Superstore 867 | KSF² | NA | NA | 3.40 | | NA | NA | 53% | 47% | | 0 | NA | 0 | NA |

# EXHIBIT "C"

ITE Trip Generation Rates - 8th Edition
Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

| Description/ITE Code FDOT | Units | (peak hours are for peak hour of adjacent street traffic unless highlighted | | | | | | | | Units | Generated Trips | | | To |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Weekday | AM | PM | Pass-By | AM In | AM Out | PM In | PM Out | | Daily | AM Hour | PM Hour | AM In |
| Waterport/Marine Terminal 010 | Acres | 11.93 | NA | NA | | NA | NA | NA | NA | | 0 | NA | NA | NA |
| Waterport/Marine Terminal 010 | Berths | 171.52 | NA | NA | | NA | NA | NA | NA | | 0 | NA | NA | NA |
| Commercial Airport 021 | Employees | 13.40 | 0.82 | 0.80 | | 55% | 45% | 54% | 46% | | 0 | 0 | 0 | 0 |
| Commercial Airport 021 | Avg Flights/Day | 104.73 | 5.40 | 5.75 | | 54% | 46% | 45% | 55% | | 0 | 0 | 0 | 0 |
| Commercial Airport 021 | Com. Flights/Day | 122.21 | 6.43 | 6.88 | | 55% | 45% | 54% | 46% | | 0 | 0 | 0 | 0 |
| General Aviation Airport 022 | Employees | 14.24 | 0.69 | 1.03 | | 83% | 17% | 45% | 55% | | 0 | 0 | 0 | 0 |
| General Aviation Airport 022 | Avg. Flights/Day | 1.97 | 0.24 | 0.30 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| General Aviation Airport 022 | Based Aircraft | 5.00 | 0.24 | 0.37 | | 83% | 17% | 45% | 55% | | 0 | 0 | 0 | 0 |
| Truck Terminal 030 | Acres | 81.90 | 7.28 | 6.55 | | 41% | 59% | 43% | 57% | | 0 | 0 | 0 | 0 |
| Truck Terminal 030 | Employees | 6.99 | 0.66 | 0.55 | | 40% | 60% | 47% | 53% | | 0 | 0 | 0 | 0 |
| Park&Ride w/ Bus Service 090 | Parking Spaces | 4.50 | 0.72 | 0.62 | | 81% | 19% | 23% | 77% | | 0 | 0 | 0 | 0 |
| Park&Ride w/ Bus Service 090 | Acres | 372.32 | 48.81 | 43.75 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Park&Ride w/ Bus Service 090 | Occ. Spaces | 9.62 | 1.26 | 0.81 | | 69% | 31% | 28% | 72% | | 0 | 0 | 0 | 0 |
| Light Rail Station w/ Park. 093 | Parking Space | 2.51 | 1.07 | 1.24 | | 80% | 20% | 58% | 42% | | 0 | 0 | 0 | 0 |
| Light Rail Station w/ Park. 093 | Occ. Spaces | 3.91 | 1.14 | 1.33 | | 80% | 20% | 58% | 42% | | 0 | 0 | 0 | 0 |
| General Light Industrial 110 | KSF² | 6.97 | 0.92 | 0.97 | | 88% | 12% | 12% | 88% | | 0 | 0 | 0 | 0 |
| General Light Industrial 110 | Acres | 51.80 | 7.51 | 7.26 | | 83% | 17% | 22% | 78% | | 0 | 0 | 0 | 0 |
| General Light Industrial 110 | Employees | 3.02 | 0.44 | 0.42 | | 83% | 17% | 21% | 79% | | 0 | 0 | 0 | 0 |
| General Heavy Industrial 120 | KSF² | 1.50 | 0.51 | 0.19 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| General Heavy Industrial 120 | Acres | 6.75 | 1.98 | 2.16 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| General Heavy Industrial 120 | Employees | 0.82 | 0.51 | 0.88 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Industrial Park 130 | KSF² | 6.96 | 0.84 | 0.86 | | 82% | 18% | 21% | 79% | | 0 | 0 | 0 | 0 |
| Industrial Park 130 | Acres | 63.11 | 8.55 | 8.84 | | 83% | 17% | 21% | 79% | | 0 | 0 | 0 | 0 |
| Industrial Park 130 | Employees | 3.34 | 0.47 | 0.46 | | 86% | 14% | 20% | 80% | | 0 | 0 | 0 | 0 |
| Manufacturing 140 | KSF² | 3.82 | 0.73 | 0.73 | | 78% | 22% | 36% | 64% | | 0 | 0 | 0 | 0 |
| Manufacturing 140 | Acres | 38.88 | 7.44 | 8.35 | | 93% | 7% | 53% | 47% | | 0 | 0 | 0 | 0 |
| Manufacturing 140 | Employees | 2.13 | 0.40 | 0.36 | | 73% | 27% | 44% | 56% | | 0 | 0 | 0 | 0 |
| Warehousing 150 | KSF² | 3.56 | 0.30 | 0.32 | | 79% | 21% | 25% | 75% | | 0 | 0 | 0 | 0 |
| Warehousing 150 | Acres | 57.23 | 10.03 | 8.69 | | 72% | 28% | 35% | 65% | | 0 | 0 | 0 | 0 |
| Warehousing 150 | Employees | 3.89 | 0.51 | 0.59 | | 72% | 28% | 35% | 65% | | 0 | 0 | 0 | 0 |
| Mini Warehouse 151 | KSF² | 2.50 | 0.15 | 0.26 | | 59% | 41% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Mini Warehouse 151 | Storage Units | 0.25 | 0.02 | 0.02 | | 67% | 33% | NA | NA | | 0 | 0 | 0 | 0 |
| Mini Warehouse 151 | Acres | 35.43 | 2.62 | 3.45 | | NA | NA | 52% | 48% | | 0 | 0 | 0 | NA |
| Mini Warehouse 151 | Employees | 61.90 | 5.26 | 6.04 | | 67% | 33% | 52% | 48% | | 0 | 0 | 0 | 0 |
| High-Cube Warehouse 152 | KSF² | 1.44 | 0.09 | 0.10 | | 65% | 35% | 33% | 67% | | 0 | 0 | 0 | 0 |
| Utilities 170 | KSF² | NA | 0.80 | 0.76 | | NA | NA | 45% | 55% | | 0 | 0 | 0 | NA |
| Utilities 170 | Employees | NA | 0.76 | 0.76 | | 90% | 10% | 15% | 85% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | DU | 9.57 | 0.75 | 1.01 | | 25% | 75% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | Acres | 26.04 | 2.06 | 2.74 | | 31% | 69% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | Persons | 2.55 | 0.21 | 0.28 | | 31% | 69% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Single Family Homes 210 | Vehicles | 6.02 | 0.51 | 0.67 | | 31% | 69% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Apartment 220 | DU | 6.65 | 0.51 | 0.62 | | 20% | 80% | 65% | 35% | 150.0 | 998 | 77 | 93 | 15 |
| Apartment 220 | Persons | 3.31 | 0.28 | 0.40 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Apartment 220 | Vehicles | 5.10 | 0.46 | 0.60 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Low Rise Apartment 221 | Occ.DU | 6.59 | 0.46 | 0.58 | | 21% | 79% | 65% | 35% | | 0 | 0 | 0 | 0 |
| High Rise Apartment 222 | DU | 4.20 | 0.30 | 0.35 | | 25% | 75% | 61% | 39% | | 0 | 0 | 0 | 0 |
| Mid-Rise Apartment 223 | DU | NA | 0.30 | 0.39 | | 31% | 69% | 58% | 42% | | 0 | 0 | 0 | 0 |
| Rental Townhouse 224 | DU | NA | 0.70 | 0.72 | | 33% | 67% | 51% | 49% | | 0 | 0 | 0 | 0 |
| Resd. Condo/Townhouse 230 | DU | 5.81 | 0.44 | 0.52 | | 17% | 83% | 67% | 33% | | 0 | 0 | 0 | 0 |
| Resd. Condo/Townhouse 230 | Persons | 2.49 | 0.19 | 0.24 | | 16% | 84% | 67% | 33% | | 0 | 0 | 0 | 0 |
| Resd. Condo/Townhouse 230 | Vehicles | 3.34 | 0.24 | 0.32 | | 16% | 84% | 66% | 34% | | 0 | 0 | 0 | 0 |
| Low Rise Resd. Condo 231 | DU | NA | 0.67 | 0.78 | | 25% | 75% | 58% | 42% | | 0 | 0 | 0 | 0 |
| High Rise Resd. Condo 232 | DU | 4.18 | 0.34 | 0.38 | | 19% | 81% | 62% | 38% | | 0 | 0 | 0 | 0 |
| Luxury Condo/Townhouse 233 | Occ. DU | NA | 0.56 | 0.55 | | 23% | 77% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Occ. DU | 4.99 | 0.44 | 0.59 | | 20% | 80% | 62% | 38% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Persons | 2.46 | 0.20 | 0.26 | | 18% | 82% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Acres | 39.61 | 3.20 | 4.45 | | 18% | 82% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Mobile Home Park 240 | Vehicles | 3.38 | 0.27 | 0.36 | | 16% | 84% | 63% | 37% | | 0 | 0 | 0 | 0 |
| Senior Adult Housing-Detached 251 | DU | 3.71 | 0.22 | 0.27 | | 35% | 65% | 61% | 39% | | 0 | 0 | 0 | 0 |
| Senior Adult Housing- Attached 252 | Occ.DU | 3.48 | 0.13 | 0.16 | | 36% | 64% | 60% | 40% | | 0 | 0 | 0 | 0 |
| Congregate Care Facility 253 | Occ.DU | 2.15 | 0.06 | 0.17 | | 61% | 39% | 56% | 44% | | 0 | 0 | 0 | 0 |
| Congregate Care Facility 253 | DU | 2.02 | 0.06 | 0.17 | | 59% | 41% | 55% | 45% | | 0 | 0 | 0 | 0 |
| Assisted Living 254 | Occ. Beds | 2.74 | 0.17 | 0.29 | | 73% | 27% | 52% | 48% | | 0 | 0 | 0 | 0 |
| Assisted Living 254 | Beds | 2.66 | 0.14 | 0.22 | | 65% | 35% | 44% | 56% | | 0 | 0 | 0 | 0 |
| Assisted Living 254 | Employees | 3.93 | NA | 0.55 | | NA | NA | NA | NA | | 0 | NA | 0 | NA |
| Retirement Community 255 | Occ. Units | 2.81 | 0.18 | 0.29 | | 64% | 36% | 48% | 52% | | 0 | 0 | 0 | 0 |
| Recreational Homes 260 | DU | 3.16 | 0.16 | 0.26 | | 67% | 33% | 41% | 59% | | 0 | 0 | 0 | 0 |
| Recreational Homes 260 | Acres | 1.33 | 0.07 | 0.11 | | 67% | 33% | 41% | 59% | | 0 | 0 | 0 | 0 |
| Timeshare 265 | DU | 10.03 | 0.48 | 0.75 | | NA | NA | NA | NA | | 0 | 0 | | NA |
| Residential PUD 270 | DU | 7.50 | 0.51 | 0.62 | | 22% | 78% | 65% | 35% | | 0 | 0 | 0 | 0 |
| Residential PUD 270 | Acres | 46.78 | 2.88 | 4.05 | | NA | NA | NA | NA | | 0 | 0 | 0 | NA |
| Hotel 310 | Occ. Room | 8.92 | 0.67 | 0.70 | | 58% | 42% | 49% | 51% | | 0 | 0 | 0 | 0 |
| Hotel 310 | Rooms | 8.17 | 0.56 | 0.59 | | 61% | 39% | 53% | 47% | | 0 | 0 | 0 | 0 |
| Hotel 310 | Employees | 14.34 | 0.69 | 0.80 | | 60% | 40% | 54% | 46% | | 0 | 0 | 0 | 0 |
| All Suites Hotel 311 | Occ.Room | 6.24 | 0.48 | 0.55 | | 67% | 33% | 42% | 58% | | 0 | 0 | 0 | 0 |
| All Suites Hotel 311 | Rooms | 4.90 | 0.38 | 0.40 | | 55% | 45% | 45% | 55% | | 0 | 0 | 0 | 0 |

# NO HYDRIC SOILS INDICATED



# Escambia County Comprehensive Plan Consistency

The following is a compliance review of the proposed development to relevant requirements of the adopted Comprehensive Plan.

**FLU 1.1.1 Development Consistency**. New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM. The 2030 FLUM is attached herein to this Plan as Exhibit B.

**RESPONSE -** The proposed development is allowed under the uses for the requested Mixed Use- Urban category, thus being otherwise consistent.

**FLU 1.2.1 State Assistance**. Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County, and will utilize guidance, direction, and technical assistance received from this agency.

**RESPONSE -** The applicant has requested the Archeology Department at the University of West Florida to advise the County if they have any listing that indicates if the site is included/classified as having any historical or archeological significant characteristics.

**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).

**RESPONSE -** If approved, this site will then located within the Mixed Use - Urban FLUM category and will produce efficient use of the listed infrastructure items.

**FLU 2.1.2 Compact Development**. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

**OBJ FLU 2.3 Infill Development** Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

**RESPONSE** - Again, this site is located within the MU-U category, responding and being consistent with this objective.

**MOB 1.1.2 On-site Facilities**. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

**RESPONSE -** Once detailed preliminary site plans regarding on-site traffic flow are developed, they will be submitted to the county Development Review Committee for review and approval.

**MOB 1.1.7 Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

**RESPONSE** - Although preliminary, it is anticipated that ingress and egress points will be provided at the northerly edge of the site. Access proposals will be submitted to the County and Florida DOT for appropriate review and approval.

**INF 3.1.6 Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

**RESPONSE** - Once the stormwater facility(s) are approved, it is understood that the facility will be constructed to County standards and paid for by the developer.

**INF 4.1.6 Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

**RESPONSE** - Should any modifications or extensions of water lines be required to support the proposed FLUM change, the resulting costs will paid by the developer.

**CON 1.1.2 Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this application.

**CON 1.1.6 Habitat Protection**. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.

**RESPONSE** - The site fronts on Blue Angel Parkway while a large apartment complex is located on the westerly side and existing single family residences are located east and south of the site. It is not presently known if the site contains any protected wildlife habitat. If any are discovered during the site plan development or construction phase, the developer will notify the County for guidance.

**CON 1.3.1 Stormwater Management**. Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

**RESPONSE** - All stormwater management plans will be presented to the County for review to determine consistency with rules identified in the adopted Land Development Code and the Future Land Use

regulations.

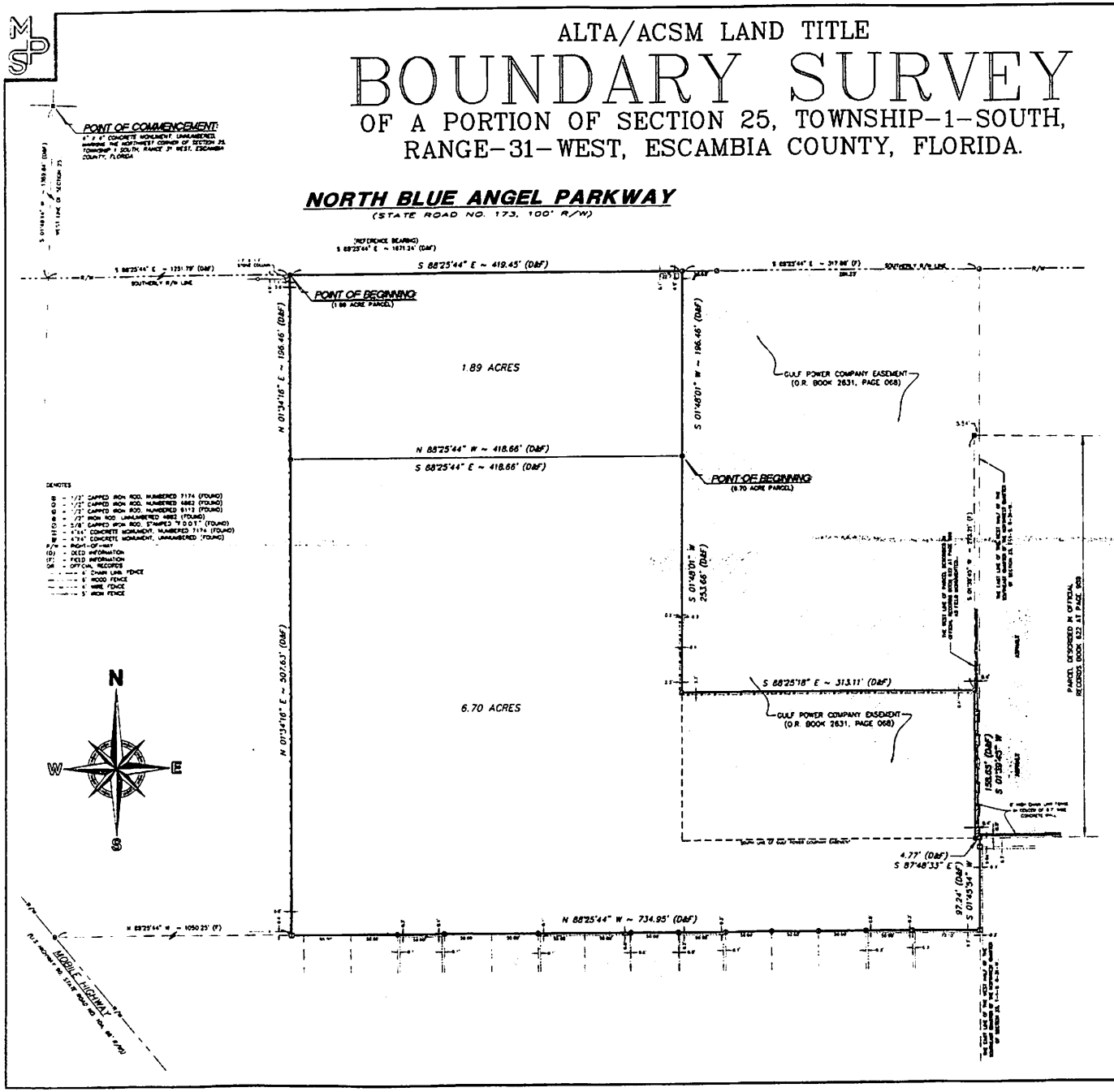
**CON 1.4.1 Wellhead Protection**. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

**RESPONSE** - According to the attached Well Head Protection Map, this site is located approximately 1.5 miles south east of the nearest well head. At this location, it is anticipated that there will not be any adverse impacts.

**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.

**RESPONSE** - The site has existing water and sewer service available. A letter from ECUA confirming utility availability is attached within is the application

# ALTA/ACSM LAND TITLE
# BOUNDARY SURVEY
## OF A PORTION OF SECTION 25, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.




GRAPHIC SCALE

( IN FEET )
1 inch = 80 ft.

**DESCRIPTION:** (PREPARED BY: MERRILL PARKER SHAW, INC.)

(1.89 ACRE PARCEL)

COMMENCE AT A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 48 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 1369.84 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY (STATE ROAD NO. 173, 100' R/W); THENCE GO SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY FOR A DISTANCE OF 1251.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 419.45 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO SOUTH 01 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 196.46 FEET; THENCE GO NORTH 88 DEGREES 25 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 418.66 FEET; THENCE GO NORTH 01 DEGREES 34 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 196.46 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.89 ACRES.

AND ALSO:

**DESCRIPTION:** (PREPARED BY: MERRILL PARKER SHAW, INC.)

(6.70 ACRE PARCEL)

COMMENCE AT A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 48 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 1369.84 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY (STATE ROAD NO. 173, 100' R/W); THENCE GO SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY FOR A DISTANCE OF 1671.24 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 01 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 196.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 253.66 FEET; THENCE GO SOUTH 88 DEGREES 25 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 313.11 FEET TO AN INTERSECTION WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 622 AT PAGE 909 OF THE PUBLIC RECORDS OF SAID COUNTY AS FIELD MONUMENTED; THENCE GO SOUTH 01 DEGREES 39 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 622 AT PAGE 909 AS FIELD MONUMENTED FOR A DISTANCE OF 156.03 FEET TO A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 622 AT PAGE 909; THENCE GO SOUTH 87 DEGREES 48 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 622 AT PAGE 909 AS FIELD MONUMENTED FOR A DISTANCE OF 4.77 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 25; THENCE GO SOUTH 01 DEGREES 45 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25 FOR A DISTANCE OF 97.24 FEET; THENCE DEPARTING SAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, GO NORTH 88 DEGREES 25 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 734.95 FEET; THENCE GO NORTH 01 DEGREES 34 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 307.63 FEET; THENCE GO SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 418.66 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 6.70 ACRES

**SURVEYOR'S NOTES:**

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BLUE ANGEL PARKWAY (STATE ROAD NUMBER 173, 100' RIGHT-OF-WAY) AS PER DEEDS OF RECORD.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
3. A TITLE COMMITMENT WAS PROVIDED TO MERRILL PARKER SHAW, INC., BY FIRST AMERICA TITLE INSURANCE COMPANY, FILE NUMBER NCS-560573-HOU1, EFFECTIVE DATE DECEMBER 19, 2012 AT 8:00A.M., FOR THE SUBJECT PROPERTY. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
5. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
7. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSONS, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
8. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
9. A GULF POWER COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2631 AT PAGE 68 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY, SAID EASEMENT IS SHOWN HEREON.

CERTIFIED TO:

UPWARD CHURCH
THE INTERNATIONAL POSTCOSTAL HOLINESS CHURCH EXTENSION LOAN FUND, INC.
FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

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

*E. Wayne Parker* 2/11/13

*E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR*
*REGISTRATION NUMBER 5982 CORPORATE NUMBER 7174*
*STATE OF FLORIDA*

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| NO | DATE | APP'R |
|---|---|---|
| | | |

REVISIONS

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY. PENSACOLA, FL 32503 — PH: (850) 478-4808 FAX: (850) 478-4809
FLORIDA CORPORATION NUMBER 7174

SCALE 1" = 50' | DRAWN: AES | CHECKED: EWP | DATE: 1/30/13
FIELD DATE: 1/23/13 | FIELD BOOK 231, PAGES 71-72

ALTA/ACSM LAND TITLE
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

REQUESTED BY: HUGH BEAL
PREPARED FOR: UPWARD CHURCH

JOB NO. 03-949-S-2 | SHEET 1 OF 1

**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: June 21, 2017

RE: Transportation & Traffic Operations (TTO) Comments – SSA-2017-02

TTO Staff has reviewed the Small Scale Amendment (SSA)-2017-02, Escambia County 7000 (SR173) North Blue Angel Parkway, agenda item for the upcoming Planning Board meeting scheduled for July 11, 2017. Please see the below comment.

- SSA-2017-02 – Upon review of regional and local transportation plans, there are currently no programmed improvements within the FDOT 5-Year Work Program for North Blue Angel Parkway in the vicinity of this application. Seeing none, TTO Staff has no immediate comments with the Small Scale Amendment request.

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

## Comprehensive Plan Small Scale Map Amendment
## Staff Analysis

**General Data**

| | |
|---|---|
| **Project Name:** | SSA-2017-02 |
| **Location:** | 7000 Blue Angel Parkway |
| **Parcel #:** | 25-1S-31-2304-000-005 |
| **Acreage:** | 8.59 (+/-) acres |
| **Request:** | From Commercial (C) to Mixed-Use Urban (MU-U) |
| **Agent:** | Wiley C. "Buddy" Page for King's Way Church & Christian Center, Inc., Owner |
| **Meeting Dates:** | Planning Board: July 10, 2017<br>BCC: August 3, 2017 |

**Summary of proposed amendment**

The small scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of an 8.59-acre parcel from Commercial (C) to Mixed-Use Urban (MU-U). The currently vacant parcel can be accessed along approximately 420 feet of frontage on the south side of Blue Angel Parkway between Mobile Hwy. and Pine Forest Road. An apartment complex (Village at Southern Oaks) adjoins the subject parcel on the west and a single-family subdivision (Logan Place) adjoins on the south. A single-family parcel and a commercially developed parcel adjoin the east side. The zoning designation for the subject parcel is Commercial (Com).

The existing and proposed future land use categories are described in Comprehensive Plan policy FLU 1.3.1 and summarized as follows:

**Commercial.** The current Commercial FLU is intended for professional office, retail, wholesale, service, and general business trade, with residential development permitted only if secondary to a primary commercial development. The listed range of allowable uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Commercial FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

**Mixed-Use Urban.** The proposed Mixed-Use Urban FLU 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. The listed range of allowed uses is residential, retail and services, professional office, light industrial, recreational facilities, public and civic uses. Mixed-Use Urban has a maximum residential density of 25 du/acre, a maximum FAR of 2.0 and a minimum non-residential FAR of 0.25.

**Land Development Code FLU map amendment requirements**

**Sec. 2-7.3 (e) Comprehensive Plan map amendments**

**(3) Compliance review.**

**a. General amendment conditions.** All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

**1. Need and benefit.** There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

*Analysis: The application cover letter states that the "owners contemplate construction of another apartment complex," apparently referring to the existing Village at Southern Oaks apartments on the west side of the subject parcel. Unlike the existing Commercial FLU, the proposed MU-U does not require residential development to be secondary to a primary commercial development. Conversion to MU-U would eliminate the FLU dedication to commercial use and provide greater accommodation of residential uses within a mixed-use environment.*

*Although the applicant provided no need-based justification for apartments, the 2016 Rental Market Study (Shimberg Center for Housing Studies, University of Florida, for Florida Housing Finance Corp.) reported that more households are renting. Florida's home ownership rate fell from 71 percent in 2007 to 65 percent in 2014, and statewide renting is up for both lower and higher income households.*

*The "Data and Analysis Response" in the application combines the subject parcel with an adjoining smaller parcel of different ownership and the subject of a separate FLUM small scale amendment application. The analysis consistently refers to "the site," appearing to consider both parcels as one. Regarding potential multi-family development, the analysis makes several references to a potential 150 unit apartment complex. Multi-family residential is a permitted use within the existing Commercial zoning of the subject 8.59-acre parcel and not limited to a predominantly commercial*

*development if within the requested MU-U FLU, but otherwise is limited to 25 du/acre or 215 total dwelling units for the parcel.*

2. **Professional practices.** The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

*Analysis: Accepting multi-family residential use as the identified need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the proposed use and the same as most adjoining and surrounding property. The application of other appropriate professional practices in potential multi-family development is addressed in the remaining sections of this analysis.*

b. **FLUM amendment conditions.** In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.

*Analysis: The proposed amendment complies with all four conditions established by Florida Statutes, §163.3187(1), for the adoption of any small scale comprehensive plan amendment:*

*(a) The subject 8.59-acre parcel is a use of 10 acres or fewer.*

*(b) The amendment is the second proposed small scale amendment for calendar year 2017 and will not exceed the cumulative maximum of 120 acres in a calendar year.*

*(c) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity.*

*(d) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.*

**Other applicable Comprehensive Plan objectives and policies**

***1. Housing***

Policy HOU 1.1.1 **Residential Areas**. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.

*Analysis: The proposed MU-U is a suitable replacement of the existing Commercial future land use to accommodate the suggested residential development, and is consistent with the FLU of the largely residential surrounding development.*

***2. Future Land Use***

**OBJ FLU 1.3 Future Land Use Map Designations**

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

*Analysis: Mixed-Use Urban, the applicable FLU for much of the land surrounding the subject parcel, would promote more mixed use and compact development for the subject parcel and be more likely to discourage urban sprawl than the current Commercial FLU.*

***3. Infrastructure***

Policy HOU 1.1.4 **Adequate infrastructure**. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

*Analysis: The application includes documentation of the general adequacy of potable water, wastewater, and solid waste services. The site is located along a minor arterial street and within 1000 feet of a major arterial. Redevelopment of the subject parcel from the existing single-family dwelling to multi-family would promote the efficient use of this available infrastructure.*

**GOAL CMS 1 Concurrency Management System**

Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

**Potable Water.**

Policy INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

Policy INF 4.1.7 **Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

**Sanitary Sewer.**

Policy INF 1.1.7 **Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 **Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUC has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

**Solid Waste Disposal.**

Policy INF 2.1.2 **Perdido Landfill Operation**. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

Policy INF 2.1.4 **Level of Service (LOS) Standards**. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

*Analysis: The Emerald Coast Utilities Authority provides potable water distribution, sanitary sewer collection and treatment, and solid waste collection and disposal for the subject parcel. The application includes a letter from the ECUA stating that those services are currently available at the parcel for an unspecified demand.*

**Stormwater Management.**

Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for

such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

Policy INF 3.1.6 **Developer Responsibilities**. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

**Transportation and Mobility.**

Policy *MOB 1.1.2* **On-site Facilities***.* All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

*Policy* MOB 1.1.7 **Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

*Analysis: Any redevelopment of the subject parcel is required to comply with the current stormwater management, onsite parking, site access, and other applicable development standards of the LDC. County compliance review of any redevelopment plan would be required prior to plan approval.*

***4. Protected Resources***

**Wellheads.**

Policy CON 1.4.1 **Wellhead Protection**. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

*Analysis: The subject parcel is approximately 1.5 miles south southeast from the nearest public potable water wellhead, outside of any wellhead protection area.*

**Historically Significant Sites.**

Policy FLU 1.2.1 **State Assistance**. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

*Analysis: The applicant provided no confirmation of the presence or absence of historically significant sites or documentation of a referenced request made to the Archaeology Department of the University of West Florida.*

**Wetlands and Habitat.**

Policy CON 1.1.2 **Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

**Urban Forest.**

Policy CON 1.6.4 **Urban Forest Management**. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.

*Analysis: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. There are indications from public record photos that the subject property likely contains protected trees. Any future development will be*

*analyzed for compliance with all applicable environmental regulations prior to the issuance of development plan approval.*

# 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:** 7-10-17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

✓ In Favor _____ Against

**OR**

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** SSA 2017-02

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: bdpage1@att.net Phone: 232 9853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

Please Print Clearly

**Meeting Date:** July 10th

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

**Rezoning Case #:** SSA-2017-02 **Agenda Item Number/Description:**

____ In Favor _X_ Against

*Name: Robert T. Bruno

*Address: 7033 Longleaf Creek Dr. *City, State, Zip: Pensacola, Fl. 32526

Email Address: Brunort@BellSouth.net Phone: 850-944-8780

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

**Please Print Clearly**

**Meeting Date:** 07-10-17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** SSA-2017-02

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

_____ In Favor _____ Against

*Name: Earl Wright

*Address: 3392 Wastella Rd *City, State, Zip: Pensacola FL

Email Address: WrightEarl5@yahoo.com Phone: 776-7873

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

**Please Print Clearly**

**Meeting Date:** 7/10/17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

_____ In Favor ✓ Against

**OR**

**Regular Planning Board Meeting**

**Agenda Item Number/Description:**

SSA-2017-02

*Name: Henry T. Edgar

*Address: 7165 N. Blue Angel Pkwy *City, State, Zip: Pensacola, Fl 32526

Email Address: HNM2011@COX.net Phone: 850-549-3617

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpage1@att.net

March 12, 2017

Ms. April Holmes, M.A., RPA
UWF Archaeology Institute
1100 University Parkway
Pensacola, Florida 32514-5750

**RE: Master Listing of Historically Significant Sites**

Dear Ms. Holmes:

At our recent meeting in your office, we discussed the current County requirements for State review and comments of local applications seeking modifications to the state approved Escambia County Comprehensive Plan and the resulting impact(s) to any known listed sites. I have attached the page from the application requiring this information for the following properties in Escambia County Florida:

1. 7155 Blue Angel Parkway
   Property Parcel 25-1S-31-2304-000-001
2. 7000 Blue Angel Parkway
   Property Parcel 25-1S-31-2304-000-005

You will note that these two parcels are adjacent to one another and will likely be sold and developed as one commercial activity. Presently, the larger parcel is cleared and vacant while the smaller has had a single family home on it for some 20+ years.

Please advise if these sites are listed on state records as having any historical interest or significance. Thank you.

Sincerely,

Wiley C."Buddy" Page



Exhibit 1 SSA-2017-01
Exhibit 1 SSA-2017-02

**This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.**

July 11, 2017

Florida Master Site File

Hershel Horne
E-mail: crystal.snyder@terracon.com

In response to your inquiry of July 11, 2017, the Florida Master Site File lists no archeological sites and no other cultural resources found at **7000 North Blue Angel Parkway**, Pensacola, in Escambia County, Florida:

***T01S R31W Section 26 as submitted with search request.***

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi

Eman M. Vovsi
Data Base Analyst
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

7000
7155
ES01:87
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: small scale map amendment 2017-02

Date: 06-08-17

Date requested back by: 06-15-17

Requested by: Griffin Vickery

Phone Number: 595-3471

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 6/13/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- Approved as to title block & ordinance format only

**ORDINANCE NUMBER 2017-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 25, TOWNSHIP 1S, RANGE 31W, PARCEL NUMBER 25-1S-31-2304-000-005, TOTALING 8.59 (+/-) ACRES, LOCATED ON BLUE ANGEL PARKWAY, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

## Section 1. Purpose and Intent

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

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2017-02."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

> A parcel within Section 25, Township 1S, Range 31W, parcel number 25-1S-31-2304-000-005, totaling 8.59 (+/-) acres, located on Blue Angel Parkway, as more particularly described in the boundary survey by Merrill Parker Shaw, Inc., signed and sealed by E. Wayne Parker, February 1, 2013, attached as Exhibit A, changing from Commercial (C) to Mixed-Use Urban (MU-U).

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

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

**Section 6. Effective Date**

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DRAFT

**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:**

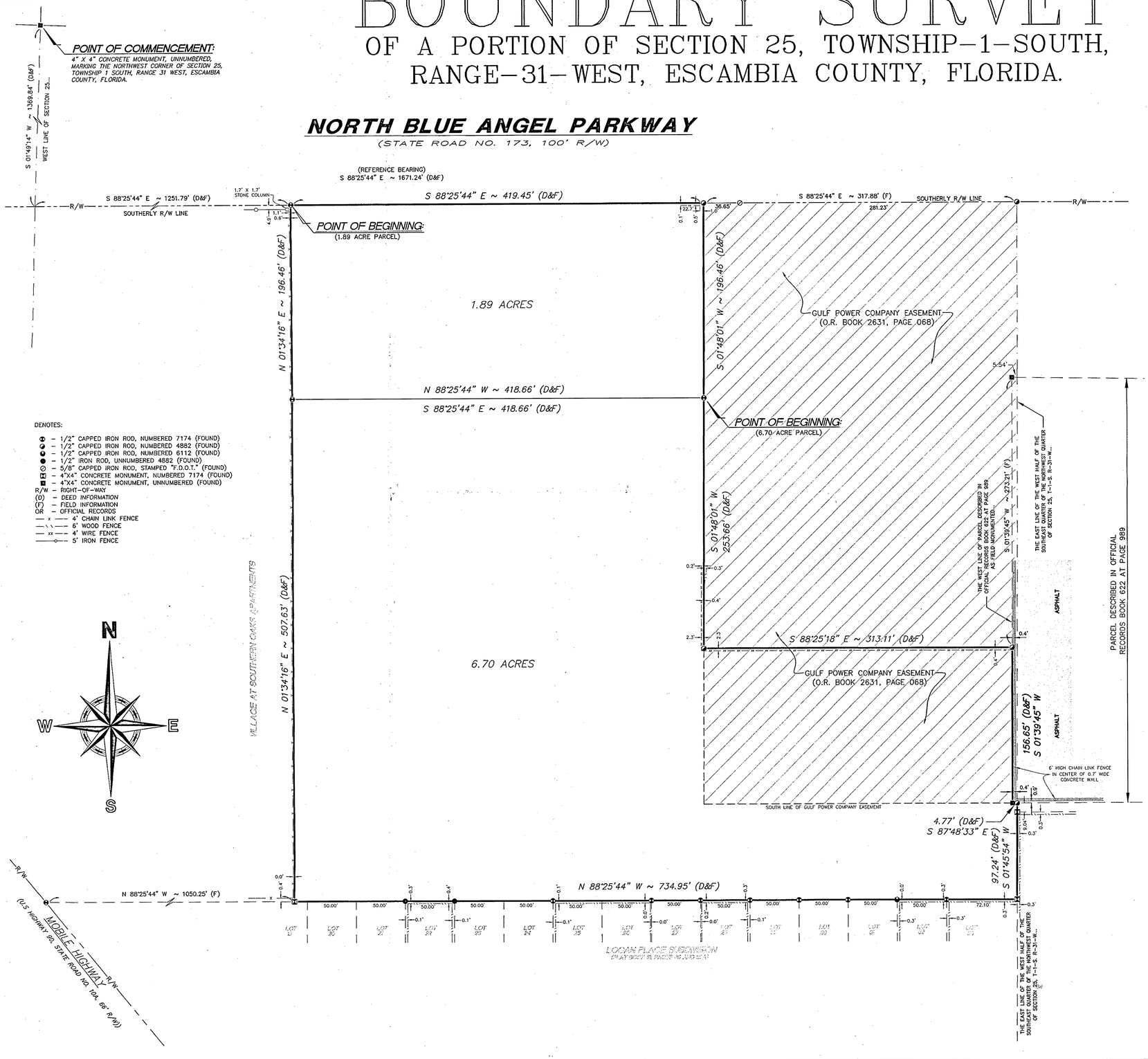
**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

DRAFT

Exhibit A

# ALTA/ACSM LAND TITLE
# BOUNDARY SURVEY
## OF A PORTION OF SECTION 25, TOWNSHIP–1–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.




DENOTES:

- ● – 1/2" CAPPED IRON ROD, NUMBERED 7174 (FOUND)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 4882 (FOUND)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 6112 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED 4882 (FOUND)
- ⊘ – 5/8" CAPPED IRON ROD, STAMPED "F.D.O.T." (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, NUMBERED 7174 (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)

R/W – RIGHT–OF–WAY
(D) – DEED INFORMATION
(F) – FIELD INFORMATION
OR – OFFICIAL RECORDS
— x — 4' CHAIN LINK FENCE
— \ \ — 6' WOOD FENCE
— M — M — 4' WCTC FENCE
——o—— 5' IRON FENCE

GRAPHIC SCALE

50 0 25 50 100 200

( IN FEET )
1 inch = 50 ft.

## DESCRIPTION: *(PREPARED BY: MERRILL PARKER SHAW, INC.)*

*(1.89 ACRE PARCEL)*

COMMENCE AT A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 1369.84 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY (STATE ROAD NO. 173, 100' R/W); THENCE GO SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1251.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 419.45 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 01 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 196.46 FEET; THENCE GO NORTH 88 DEGREES 25 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 418.66 FEET; THENCE GO NORTH 01 DEGREES 34 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 196.46 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.89 ACRES.

*AND ALSO:*

## DESCRIPTION: *(PREPARED BY: MERRILL PARKER SHAW, INC.)*

*(6.70 ACRE PARCEL)*

COMMENCE AT A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 1369.84 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY (STATE ROAD NO. 173, 100' R/W); THENCE GO SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY FOR A DISTANCE OF 1671.24 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 01 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 196.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 253.66 FEET; THENCE GO SOUTH 88 DEGREES 25 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 313.11 FEET TO AN INTERSECTION WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 622 AT PAGE 989 OF THE PUBLIC RECORDS OF SAID COUNTY AS FIELD MONUMENTED; THENCE GO SOUTH 01 DEGREES 39 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 622 AT PAGE 989 AS FIELD MONUMENTED FOR A DISTANCE OF 156.65 FEET TO A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 622 AT PAGE 989; THENCE GO SOUTH 87 DEGREES 48 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 622 AT PAGE 989 AS FIELD MONUMENTED FOR A DISTANCE OF 4.77 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 25; THENCE GO SOUTH 01 DEGREES 45 MINUTES 54 SECONDS WEST ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25 FOR A DISTANCE OF 97.24 FEET; THENCE DEPARTING SAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, GO NORTH 88 DEGREES 25 MINUTES 44 MINUTES WEST FOR A DISTANCE OF 734.95 FEET; THENCE GO NORTH 01 DEGREES 34 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 507.63 FEET; THENCE GO SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 418.66 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 6.70 ACRES.

## SURVEYOR'S NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF BLUE ANGEL PARKWAY (STATE ROAD NUMBER 173, 100' RIGHT–OF–WAY) AS PER DEEDS OF RECORD.

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.

3. A TITLE COMMITMENT WAS PROVIDED TO MERRILL PARKER SHAW, INC., BY FIRST AMERICA TITLE INSURANCE COMPANY, FILE NUMBER NCS–580673–HOU1, EFFECTIVE DATE: DECEMBER 19, 2012 AT 8:00A.M., FOR THE SUBJECT PROPERTY. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J–17.051 AND 5J–17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.

7. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

8. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

9. A GULF POWER COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2631 AT PAGE 68 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY, SAID EASEMENT IS SHOWN HEREON.

CERTIFIED TO:

UPWARD CHURCH
THE INTERNATIONAL PENTACOSTAL HOLINESS CHURCH EXTENSION LOAN FUND, INC.
FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J–17.051 AND 5J–17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

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

*E. Wayne Parker 2/1/13*

*E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR*
*REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174*
*STATE OF FLORIDA*

COPYRIGHT © 2013 BY MERRILL PARKER SHAW, INC.

| NO. | DATE | APPR. | REVISIONS: |
|---|---|---|---|
| | | | |

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

DATE: 1/30/13
CHECKED: EWP
DRAWN: AES
SCALE: 1" = 50'
FIELD DATE: 1/23/13
FIELD BOOK: 231, PAGES: 71–72

ALTA/ACSM LAND TITLE
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP–1–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: RICH BEAL
PREPARED FOR: UPWARD CHURCH

JOB NO. 03–949–S–2
SHEET 1 OF 1

**ORDINANCE NUMBER 2017-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 25, TOWNSHIP 1S, RANGE 31W, PARCEL NUMBER 25-1S-31-2304-000-005, TOTALING 8.59 (+/-) ACRES, LOCATED ON BLUE ANGEL PARKWAY, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

## Section 1. Purpose and Intent

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

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2017-02."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

> A parcel within Section 25, Township 1S, Range 31W, parcel number 25-1S-31-2304-000-005, totaling 8.59 (+/-) acres, located on Blue Angel Parkway, as more particularly described in the boundary survey by Merrill Parker Shaw, Inc., signed and sealed by E. Wayne Parker, February 1, 2013, attached as Exhibit A, changing from Commercial (C) to Mixed-Use Urban (MU-U).

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

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

**INTENTIONALLY LEFT BLANK**

**Section 6. Effective Date**

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this_____ day of _____, 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)**

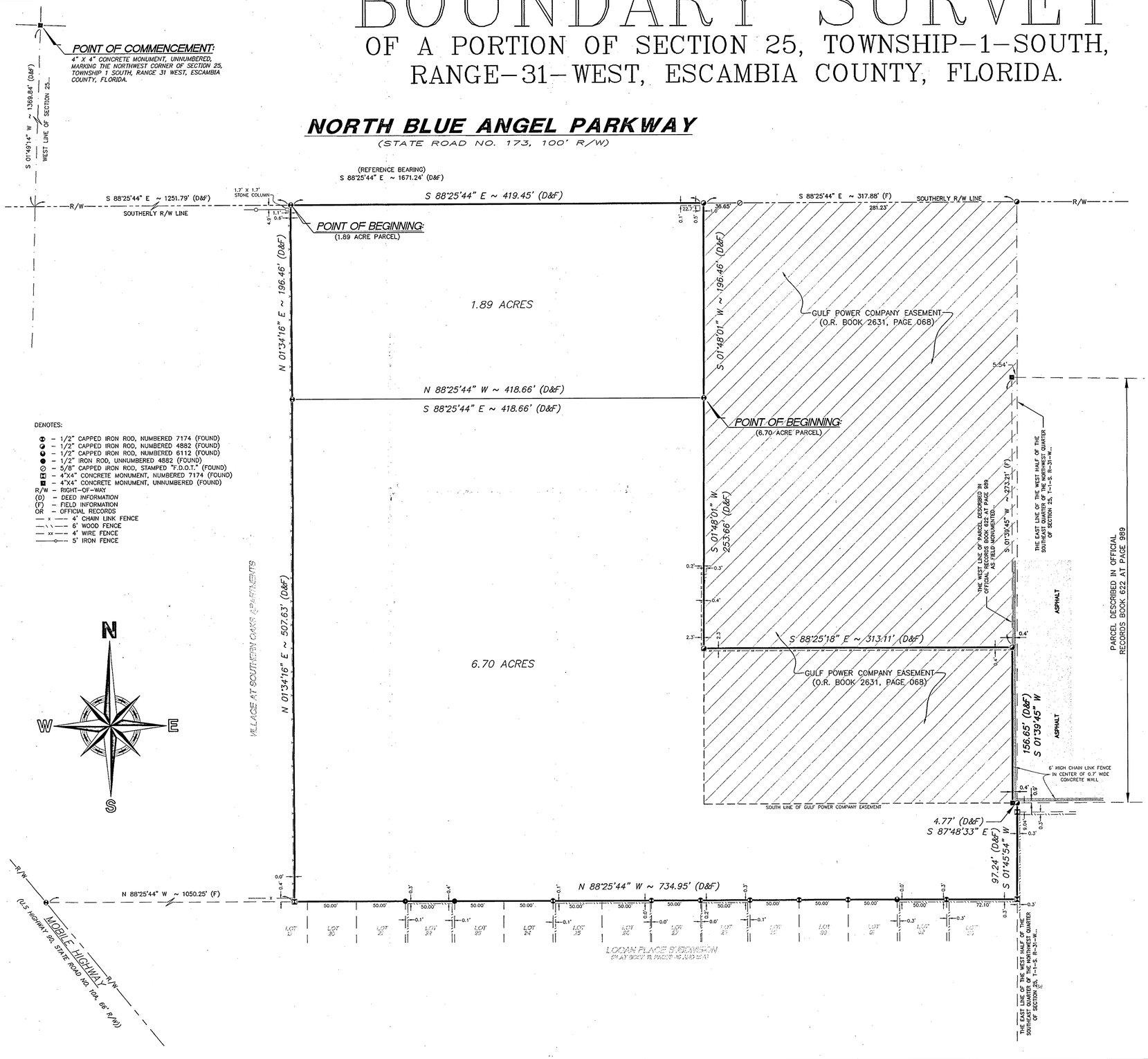
**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

Exhibit A

# ALTA/ACSM LAND TITLE
# BOUNDARY SURVEY
## OF A PORTION OF SECTION 25, TOWNSHIP–1–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.




DENOTES:

- ● – 1/2" CAPPED IRON ROD, NUMBERED 7174 (FOUND)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 4882 (FOUND)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 6112 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED 4882 (FOUND)
- ⊘ – 5/8" CAPPED IRON ROD, STAMPED "F.D.O.T." (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, NUMBERED 7174 (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)

R/W – RIGHT–OF–WAY
(D) – DEED INFORMATION
(F) – FIELD INFORMATION
OR – OFFICIAL RECORDS
— x — 4' CHAIN LINK FENCE
— \ \ — 6' WOOD FENCE
— M — M — 4' WCTC FENCE
——o—— 5' IRON FENCE

GRAPHIC SCALE

50 0 25 50 100 200

( IN FEET )
1 inch = 50 ft.

## DESCRIPTION: *(PREPARED BY: MERRILL PARKER SHAW, INC.)*

*(1.89 ACRE PARCEL)*

COMMENCE AT A 4" X 4" CONCRETE MONUMENT, UNNUMBERED, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 1369.84 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF NORTH BLUE ANGEL PARKWAY (STATE ROAD NO. 173, 100' R/W); THENCE GO SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1251.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 25 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 419.45 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 01 DEGREES 48 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 196.46 FEET; THENCE GO NORTH 88 DEGREES 25 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 418.66 FEET; THENCE GO NORTH 01 DEGREES 34 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 196.46 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.89 ACRES.

*AND ALSO:*

## DESCRIPTION: *(PREPARED BY: MERRILL PARKER SHAW, INC.)*

*(6.70 ACRE PARCEL)*

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CERTIFIED TO:

UPWARD CHURCH
THE INTERNATIONAL PENTACOSTAL HOLINESS CHURCH EXTENSION LOAN FUND, INC.
FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J–17.051 AND 5J–17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

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

*E. Wayne Parker 2/1/13*

*E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR*
*REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174*
*STATE OF FLORIDA*

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| NO. | DATE | APPR. | REVISIONS: |
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| | | | |

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

DATE: 1/30/13
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FIELD DATE: 1/23/13
FIELD BOOK: 231, PAGES: 71–72

ALTA/ACSM LAND TITLE
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP–1–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: RICH BEAL
PREPARED FOR: UPWARD CHURCH

JOB NO. 03–949–S–2
SHEET 1 OF 1

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12541** **Growth Management Report 16. 5.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-03
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-03

That the Board of County Commissioners (BCC) review and adopt a Small Scale Map Amendment, SSA-2017-03, amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) Map, changing the FLU category of 2.50 (+/-) acres portion of a parcel within Section 38, Township 5N, Range 33W, Parcel Number 38-5N-33-3301-000-000, located on Pine Forest Road, from Agricultural (AG) to Rural Community (RC).

## BACKGROUND:

The applicant request to amend the 2030 FLU Map designation of a parcel within Section 38, Township 5N, Range 33W, totaling 2.50 (+/-) acre, located on Pine Forest Road, as depicted in the signed and sealed survey submitted with the application from Agricultural (AG) to Rural Community (RC).

## 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 Future Land Use Map of the Comprehensive Plan 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.

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**Attachments**

Working Case File
Draft Ordinance
Clean Ordinance

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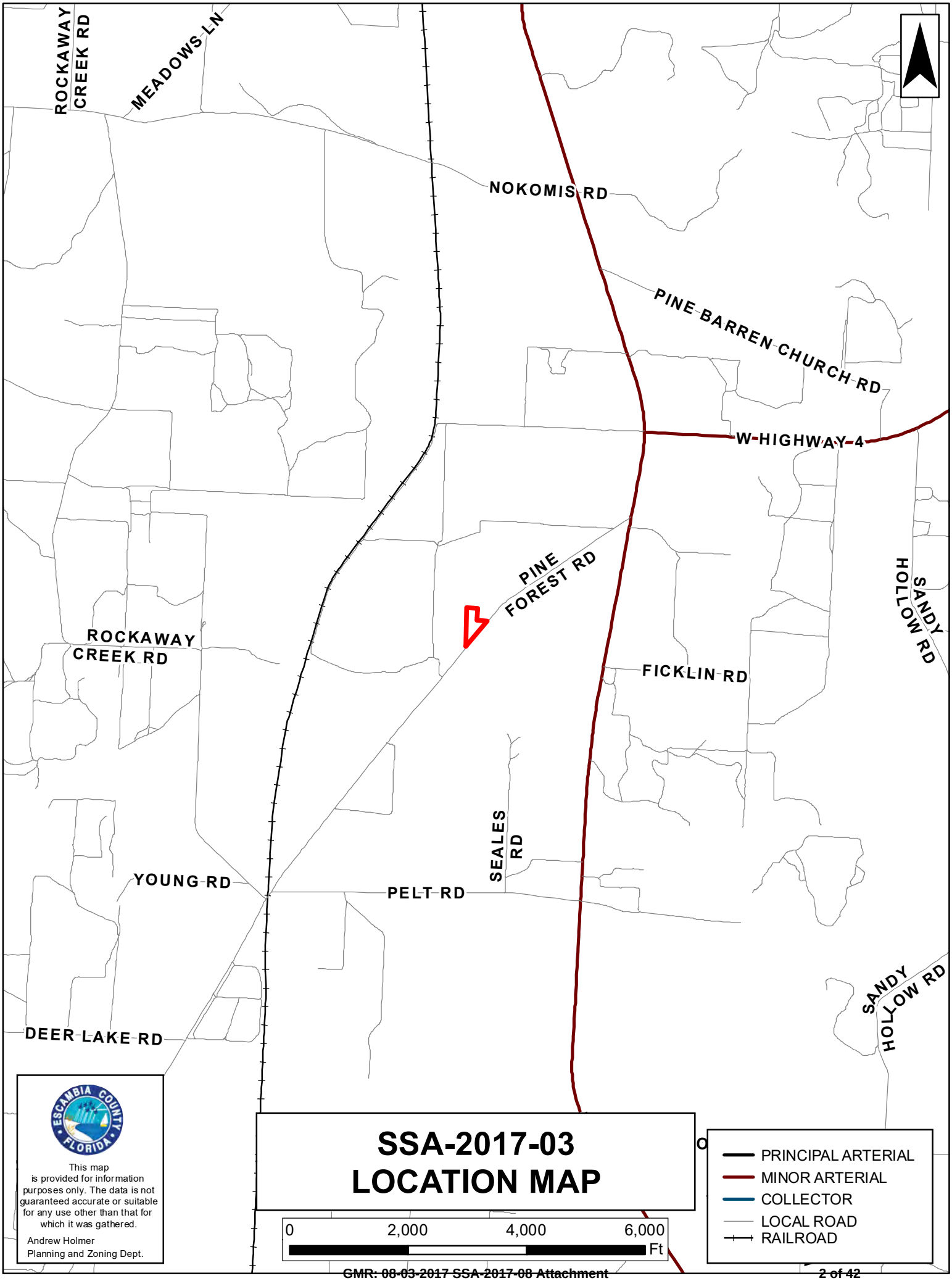
# SSA-2017-03


ROCKAWAY CREEK RD
MEADOWS LN
NOKOMIS RD
PINE BARREN CHURCH RD
W HIGHWAY 4
PINE FOREST RD
SANDY HOLLOW RD
ROCKAWAY CREEK RD
FICKLIN RD
SEALES RD
YOUNG RD
PELT RD
SANDY HOLLOW RD
DEER LAKE RD
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.
SSA-2017-03
LOCATION MAP
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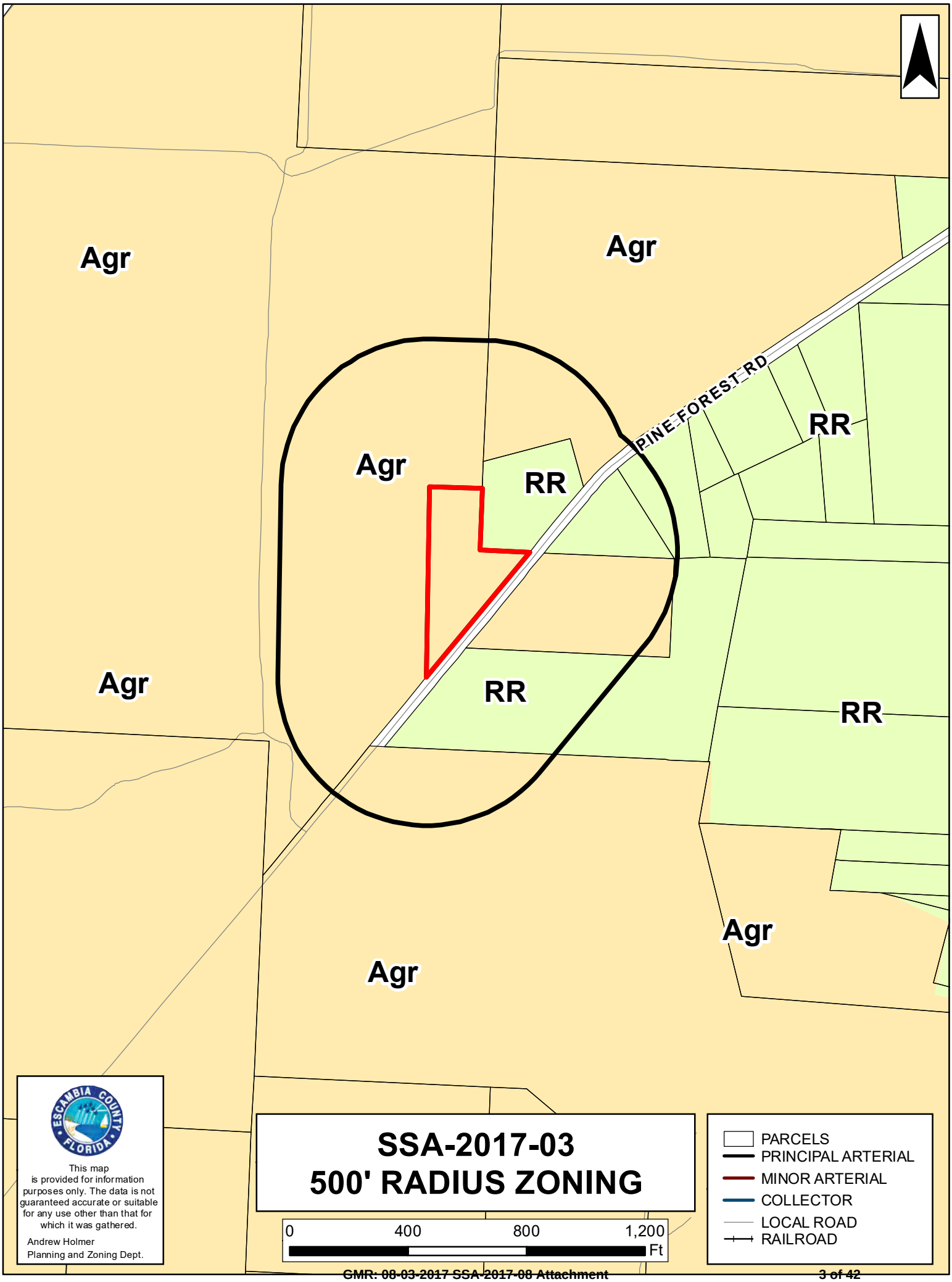
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD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PINE FOREST RD
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SSA-2017-03
500' RADIUS ZONING
0
400
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1,200
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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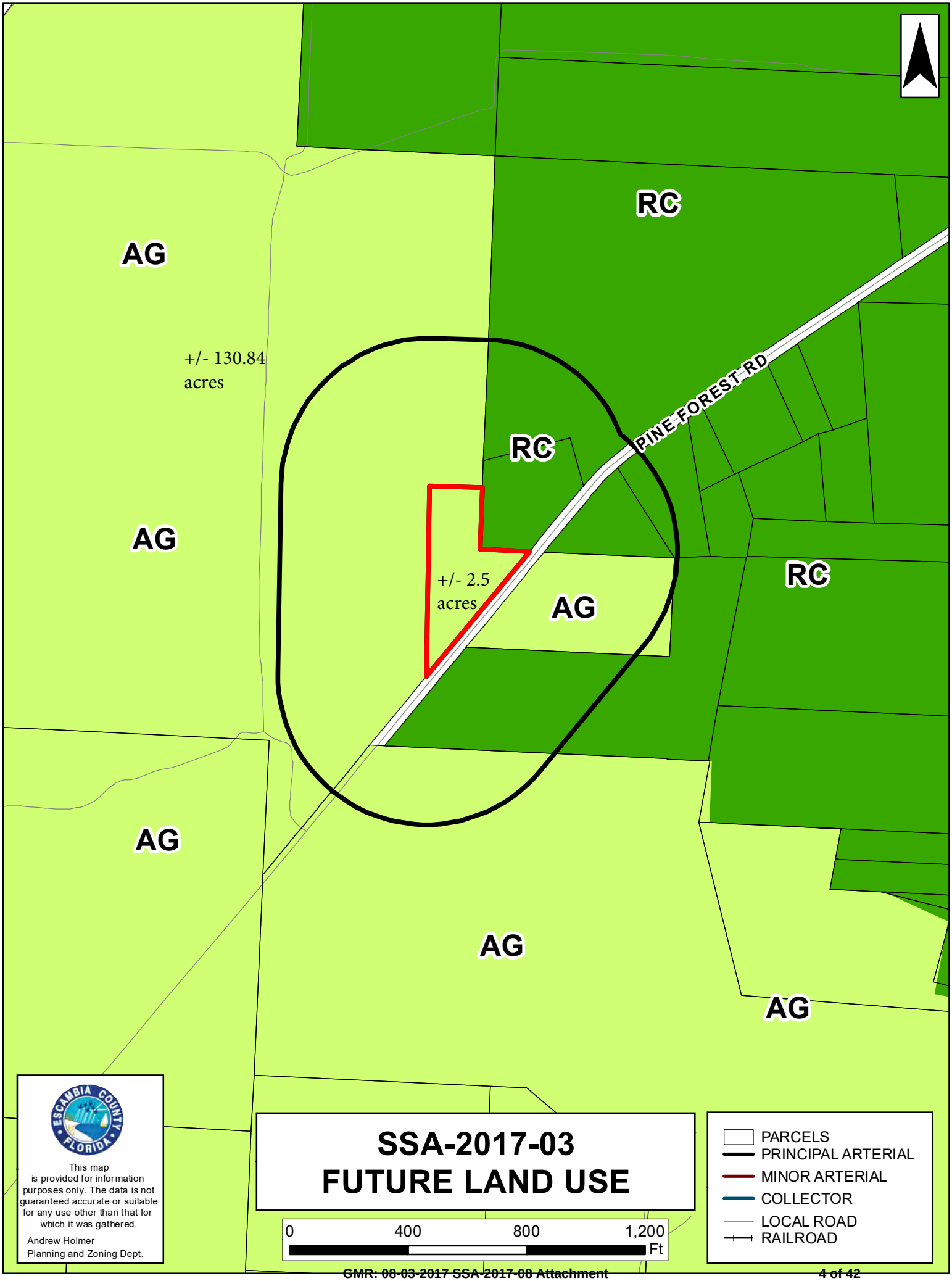
RC
AG
+/- 130.84
acres
PINE FOREST RD
RC
AG
+/- 2.5
acres
AG
RC
AG
AG
AG
SSA-2017-03
FUTURE LAND USE
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PARCELS
PRINCIPAL ARTERIAL
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LOCAL ROAD
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ESCAMBIA COUNTY FLORIDA
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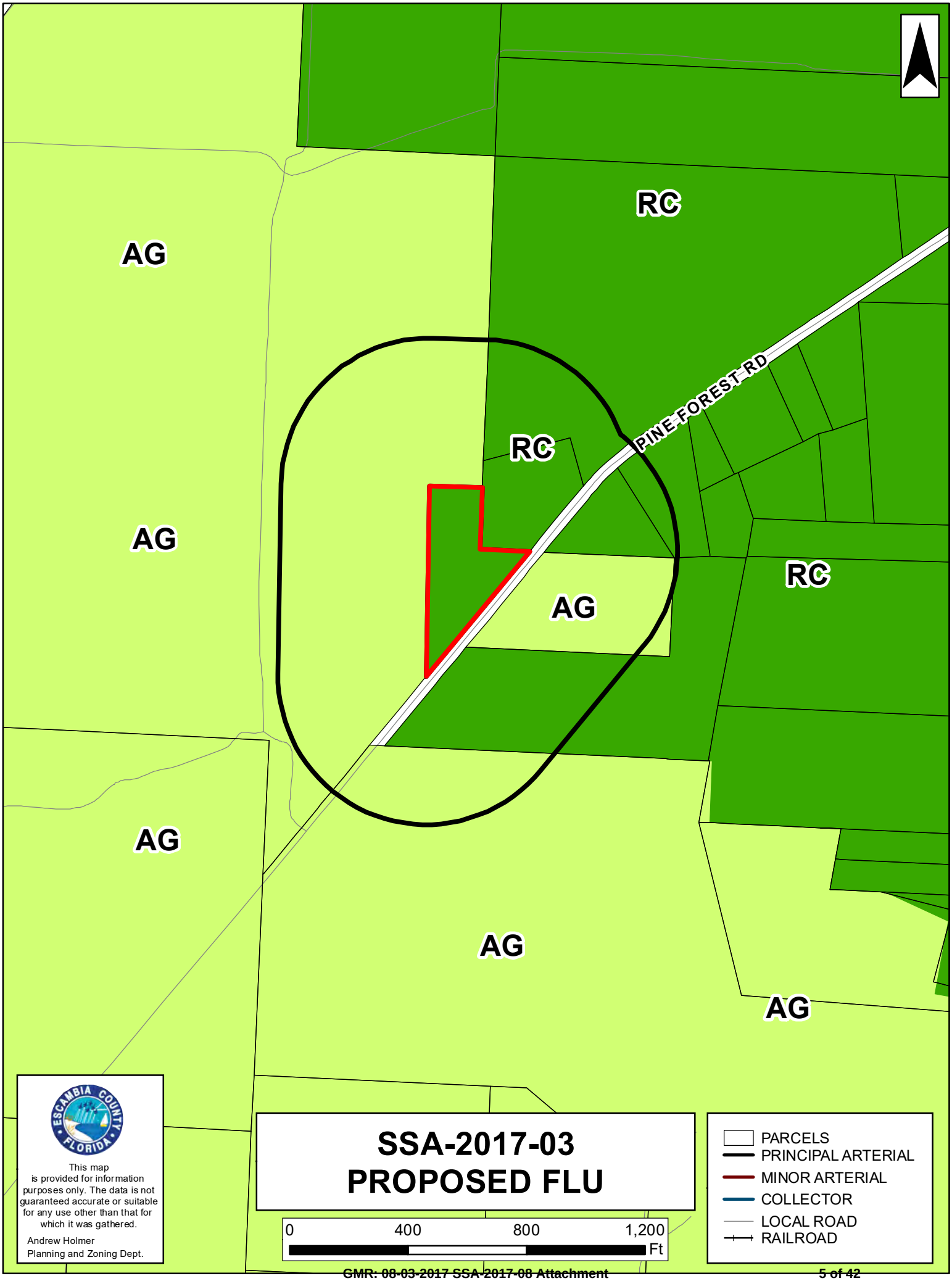
Andrew Holmer
Planning and Zoning Dept.


RC
AG
PINE FOREST RD
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SSA-2017-03
PROPOSED FLU
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400
800
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Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
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.

# SSA-2017-03
# AERIAL MAP

0 200 400 600 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

ESCAMBIA COUNTY FLORIDA

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

Andrew Holmer
Planning and Zoning Dept.

# Public Hearing Sign

Looking East across Pine Forest Rd from subject parcel

Looking Northeast from Pine Forest Rd

Looking Northwest from Pine Forest Rd

Looking Southwest from parcel onto Pine Forest Rd

May 24, 2017

To Whom it May Concern,

Re: Parcel ID 38-5N-33-3301-000-000 / 5700 Pine Forest Road, Walnut Hill, FL

My son and I are row-crop and cattle farmers, and in efforts to expand our production, we along with our wives, recently bought approximately 255 +/- acres (individual parcels, but all abutting). We purchased this property for the sole reason of it being prime farmland. However, the property came with a single-family residence of which we have no need for. So that we are following the rules and regulations of Escambia County, we are formally requesting a Future Land Use Map Amendment, as well as, a Rezoning. We are requesting this so that we can properly cut out the single-family residence, and have it meet code, so that any future buyer will not have any issues regarding the zoning uses and/or building permits for the property.

Currently, the parcel that we are asking to be changed is zoned Agriculture with a FLU designation of Agriculture. We would like to request a Future Land Use Map Amendment change to the Rural Community designation so that we do not have to carve out 20 acres of the prime farmland that we just purchased for our business. The designation of Rural Community would be consistent with our rezoning request of Rural Residential.

Thank you for your consideration,

Brett R. Ward

Susan R. Ward

Burton H. Ward

Kathryn Elisabeth H. Ward

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT ✓
LARGE SCALE FLU AMENDMENT _____

Current FLU: AG Desired FLU: RC Zoning: AG Taken by: _____

Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date: _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Brett + Susan Ward

Address: 4761 Hwy 99-A

City: Walnut Hill State: FL Zip Code: 32568

Telephone: (850) 327-4659

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 5700 Pine Forest Road

Subdivision: N/A

Property reference number: Section 38 Township 5N Range 33

Parcel 3301 Lot 000 Block 000

Size of Property (acres) 2.5 Sewer ___ Septic Tank ✓

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____
Current FLU: _____ Desired FLU: _____ Zoning: _____ Taken by: _____
Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date: _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Burton Heath and Kathryn Elisabeth H. Ward

Address: 5090 Arthur Brown Road

City: Walnut Hill State: FL Zip Code: 32568

Telephone: (251) 359-4600

Email: ehward7@gmail.com

DESCRIPTION OF PROPERTY:

Street address: _____

_____

Subdivision:

_____

Property reference number: Section _____ Township _____ Range _____

Parcel _____ Lot _____ Block _____

Size of Property (acres) _____

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST**

**By my signature, I hereby certify that:**

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

BRETT R WARD 5/24/17
Signature (Property Owner) Printed Name Date

Susan R. Ward Susan R. Ward 5/24/17
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 24th day of May, year of 2017 by, Brett Susan Ward who ( ) did ( ) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current N/A as identification.

5/24/17 Brandy White
Signature of Notary Public Date Printed Name of Notary

My Commission Expires 8/15/20 Commission No. GG021411
(Notary seal must be affixed)

BRANDY H WHITE
MY COMMISSION # GG021411
EXPIRES August 15, 2020

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**
Project name:

Property reference #: Section 38 Township 5N Range 33
Parcel # 38-5N-33-3301-000-000
Project Address:
5700 Pine Forest Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 24th DAY OF May, 2017**

**Owner's signature** — **Owner's name (print)** BRENT R WARD

**Agent's signature** — **Agent's name (print)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**
Project name:

Property reference #: Section 38 Township 5N Range 33
Parcel # 38-5N-33-3301-000-000
Project Address:
5700 Pine Forest Road

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(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 24th DAY OF May, 20 17**

Owner's signature — Owner's name (print): Burton Heath Ward

Agent's signature — Agent's name (print):

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**
Project name:

Property reference #: Section 38 Township 5N Range 33
Parcel # 38-5N-33-3301-000-000

Project Address:
5700 Pine Forest Road

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**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS** 24th **DAY OF** May **, 20** 17

Susan R. Ward — Susan R. Ward
**Owner's signature** — **Owner's name (print)**

**Agent's signature** — **Agent's name (print)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**
Project name

Property reference #: Section 38 Township 5N Range 33
Parcel # 38-5N-33-3301-000-000

Project Address:
5700 Pine Forest Road

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(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 24th DAY OF May, 2017**

Kathryn Elisabeth H Ward — Kathryn Elisabeth H Ward
**Owner's signature** — **Owner's name (print)**

**Agent's signature** — **Agent's name (print)**

## 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: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).**

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: BRETT R WARD — Date: 5/24/17

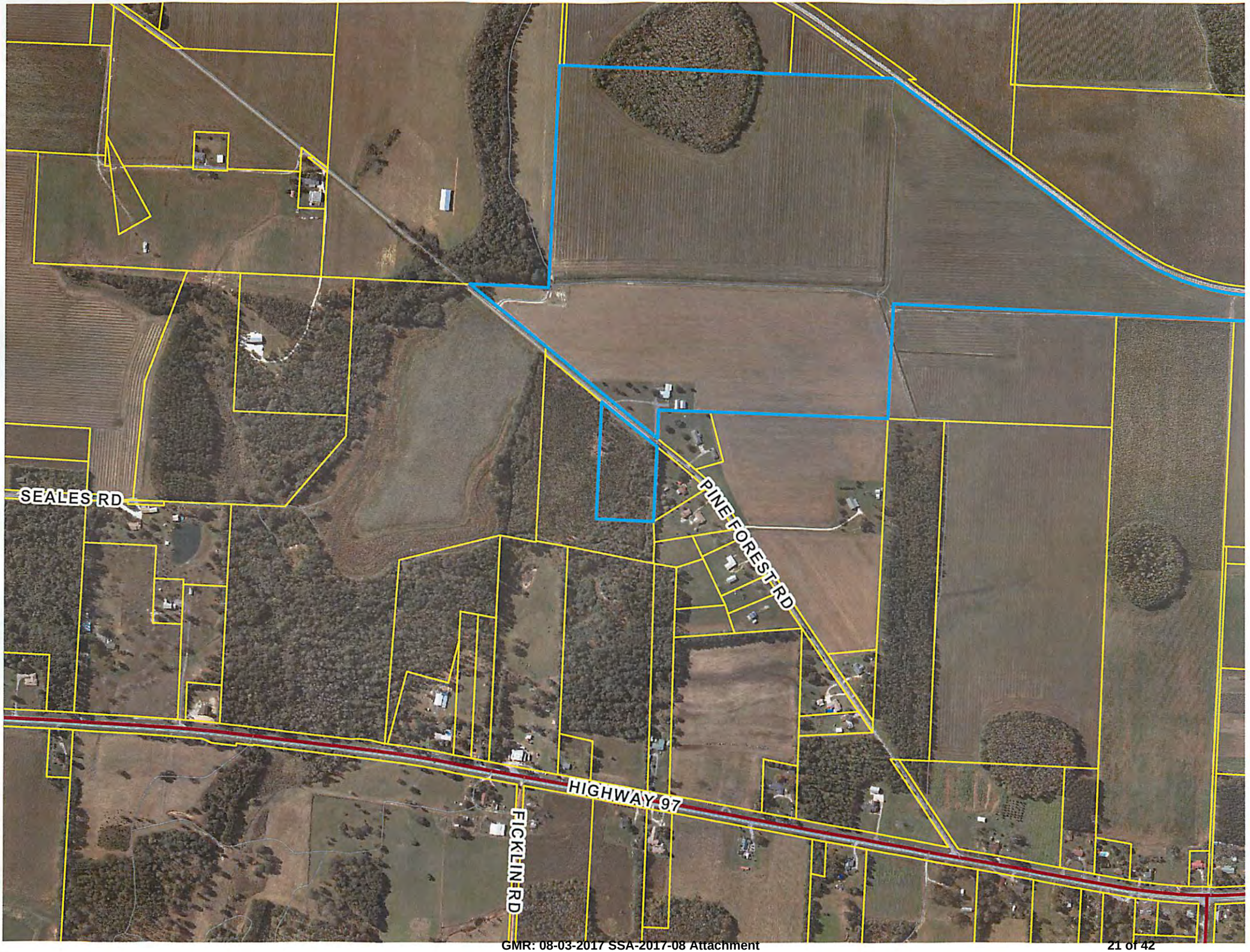
Signature of Owner: Susan R. Ward — Printed Name of Owner: Susan R. Ward — Date: 5/24/17

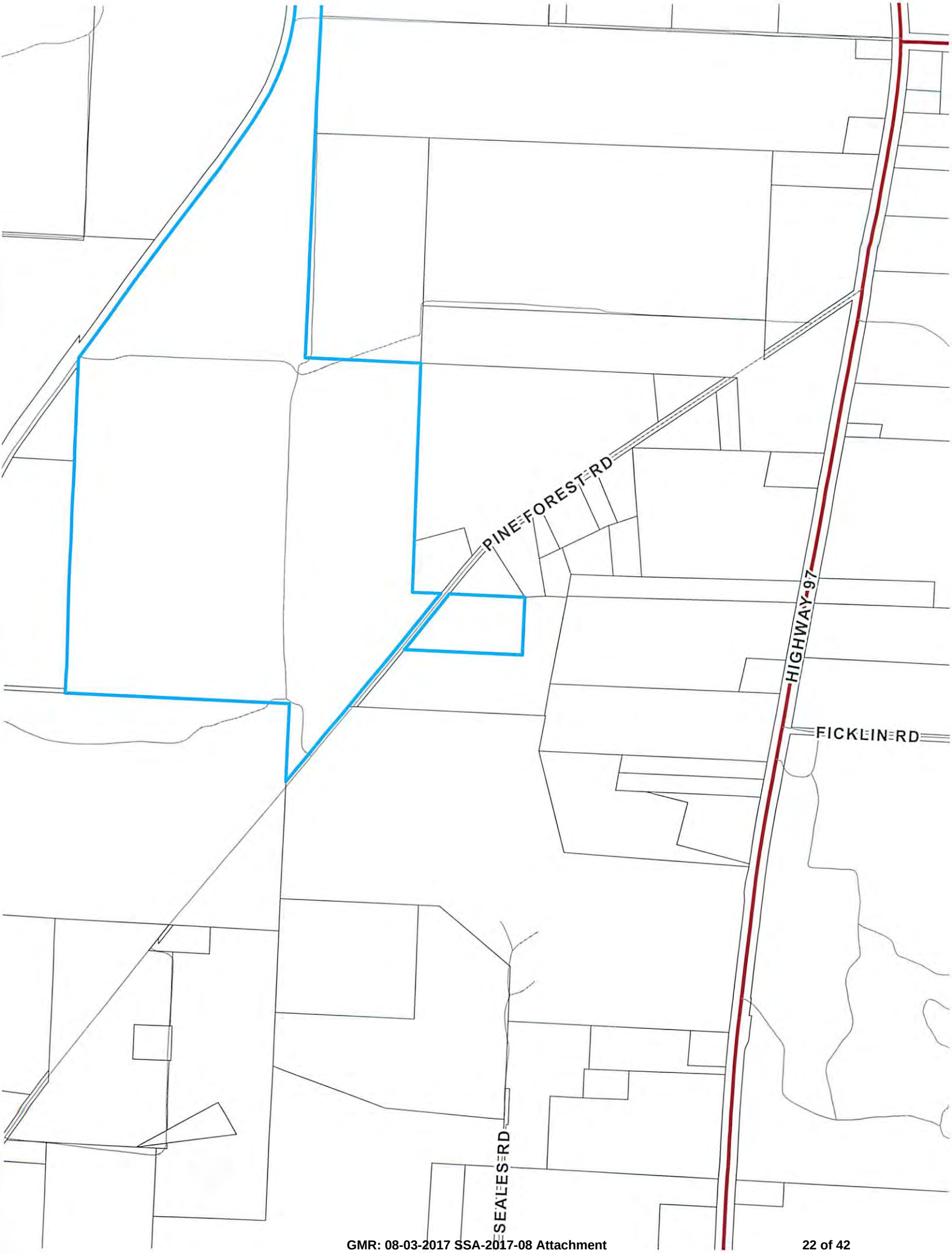
STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 24th day of May 20 17, by Brett & Susan Ward

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

Signature of Notary — Printed Name of Notary: Brandy White

BRANDY H WHITE
MY COMMISSION # GG021411
EXPIRES August 15, 2020


SEALES RD
PINE FOREST RD
HIGHWAY 97
FICKLIN RD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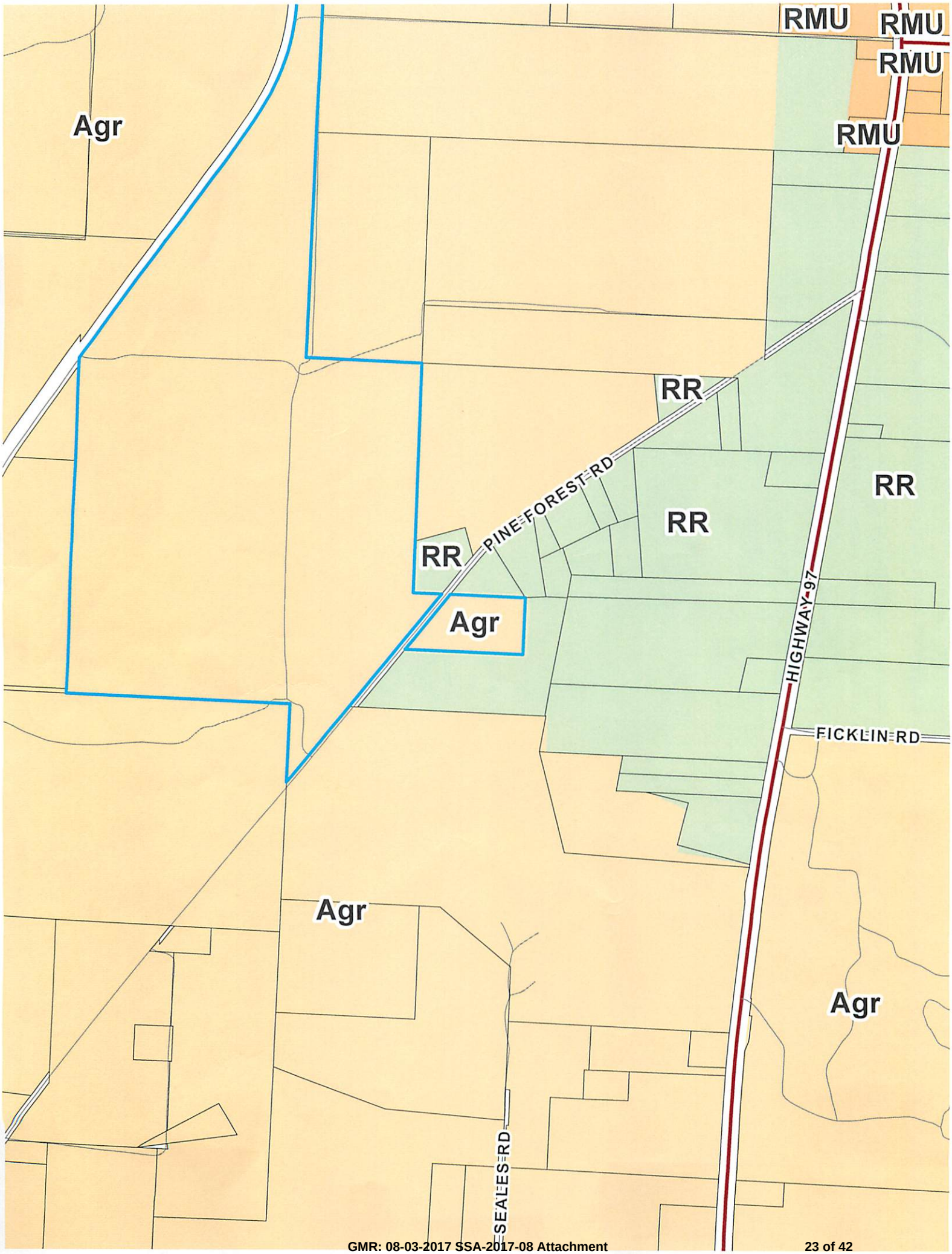
HIGHWAY 97
FICKLIN RD
SEALES RD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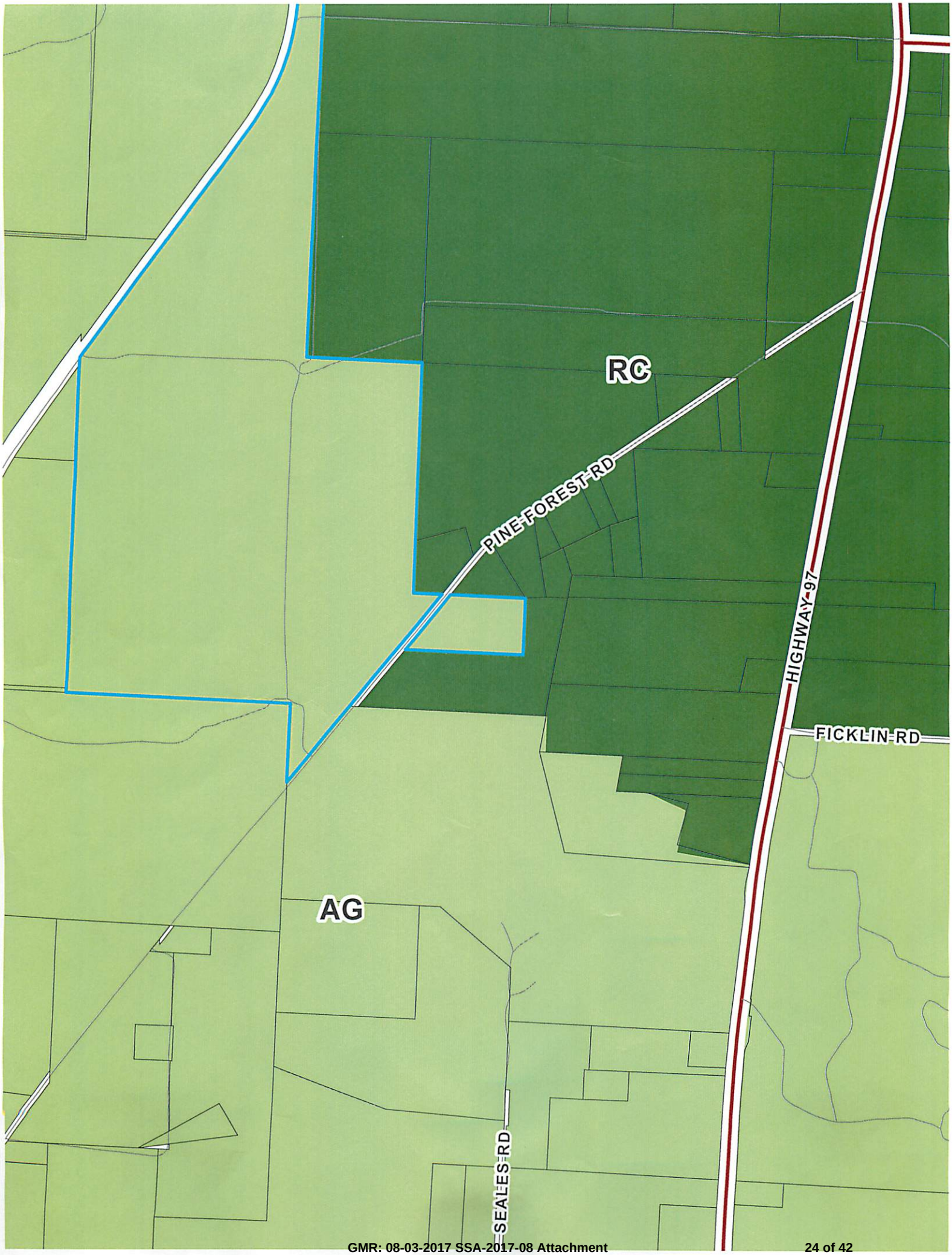
RC
AG
PINE FOREST RD
HIGHWAY 97
FICKLIN RD
SEALES RD

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
**File #17GL-5789**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017031710 5/1/2017 10:45 AM
OFF REC BK: 7704 PG: 100 Doc Type: WD
Recording $27.00 Deed Stamps $2,088.80

# WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That Janis W. Harms, an un-remarried widow, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Janis W. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010 Grantor*, Address: 5700 Pine Forest Road, Walnut Hill, Florida 32568 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: Brett R. Ward and Susan R. Ward, husband and wife and Burton Heath Ward and Kathryn Elisabeth H. Ward, husband and wife, Grantee*, Address: 4761 Highway 99A, Walnut Hill, Florida 32568, 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

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

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this 28th day of April, 2017.

Janis W. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010

Janis W. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010

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: M. Reed Eubanks

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of April, 2017, by Janis W. Harms, an un-remarried widow, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Janis W. Harms, an un-remarried widow, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, who have provided drivers' licenses as identification, and who did take an oath.

My Commission expires:

M. Reed Eubanks
Notary Public-State of FL
Comm. Exp. June 2, 2018
Comm. No. FF 106262

Notary Public

(Notary Seal)

## EXHIBIT "A"

## LEGAL DESCRIPTION

Parcel1:

Beginning at the Southwest corner of Section 38, Township 5 North, Range 33 West, Escambia County, Florida; thence South 89° 52' 46" West along the South line of the Northwest 1/4 of Section 13, Township 5 North, Range 33 West a distance of 2117.40 feet to the Easterly R/W line of Burlington Northern Railroad (R/W varies); thence go along said Easterly R/W line the following 7 courses: North 14° 00' 09" East a distance of 881.76 feet to the Point of Curvature of a curve; thence along said curve, turning to the right with an arc length of 634.32 feet, with a radius of 1628.62 feet, with a chord bearing of North 23° 25' 21" East, with a chord length of 630.32 feet to the Point of Tangency; thence go North 34° 05' 26" East a distance of 572.31 feet; thence go North 00° 15' 59" West a distance of 44.30 feet; thence go North 34° 05' 26" East a distance of 1633.18 feet to the Point of Curvature of a curve; thence along said curve, turning to the left with an arc length of 940.42 feet, with a radius of 1456.57 feet, with a chord bearing of North 15° 37' 49" East, with a chord length of 924.17 feet to the Point of Tangency; thence go North 00° 05' 40" East a distance of 1110.44 feet to the North line of the Southwest 1/4 of Section 12, Township 5 North, Range 33 West; thence go South 89° 54' 30" East along said line a distance of 151.17 feet to the Northwest corner of said Section 38; thence go South 89° 44' 28" East, along the North line of Section 38 a distance of 1323.97 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 05' 11" West a distance of 1332.48 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 89° 36" 34" West a distance of 1320.16 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 40' 04" East a distance of 662.47 feet; thence go North 89° 36' 49" East a distance of 2674.80 feet to the Range line of Range 33 West and Range 32 West; thence go South 03° 51' 02" West along said Range line a distance of 655.39 feet; thence go South 00° 25' 27" East a distance of 331.21 feet; thence go South 89° 47' 24" West a distance of 1981.09 feet; thence go South 00° 46' 51" East a distance of 1654.05 feet; thence go North 88° 15' 14" East a distance of 163.69 feet; thence go South 36° 54' 26" West a distance of 1383.36 feet to the West line of the Southeast 1/4 of Section 13; thence go North 00° 18' 27" West along said West line a distance of 438.78 feet to the Northwest corner of said Southeast 1/4 of Section 13, also being the Southwest corner of Section 38 and the Point of Beginning.

LESS and except that certain property as described in Deeds recorded in Official Records Book 7675, Page 396, Official Records Book 7675, Page 399 and Official Records Book 7675, Page 402, all of the Public Records of Escambia County, Florida.

**Residential Sales**
**Abutting Roadway**
**Maintenance Disclosure**

**File No. 17FL-5789**

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

**Name of Roadway:** 5700 Pine Forest Road
**Legal Address of Property:** 5700 Pine Forest Road, Walnut Hill, FL 32568

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

**This form completed by:** Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

**As to Seller(s):**

Janis Harms

**Seller's Name: Janis W. Harms, individually And as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010**

Janis Harms

**Seller's Name: Janis W. Harms, individually and as Trustee of The Lowell C. Harms Revocable Trust Agreement, Dated 11/17/2010**

**Witness #1 Sign:**
**Witness #1 Print Name:** Carol D. Eubanks

**Witness #2 Sign:**
**Witness #2 Print Name:** M. Reed Eubanks

**As to Buyer(s):**

**Buyer's Name: Brett R. Ward**

Susan R. Ward

**Buyer's Name: Susan R. Ward**

**Buyer's Name: Burton Heath Ward**

Kathryn Elisabeth H. Ward

**Buyer's Name: Kathryn Elisabeth H. Ward**

**Witness #1 Sign:**
**Witness #1 Print Name:** Carol D. Eubanks

**Witness #2 Sign:**
**Witness #2 Print Name:** M. Reed Eubanks

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017031711 5/1/2017 10:45 AM
OFF REC BK: 7704 PG: 103 Doc Type: WD
Recording $27.00 Deed Stamps $2,088.80

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
**File # 17FL-5789**

# WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That David L. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and David L. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, Grantor*, Address: 5700 Pine Forest Road, Walnut Hill, Florida 32568 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: Brett R. Ward and Susan R. Ward, husband and wife and Burton Heath Ward and Kathryn Elisabeth H. Ward, husband and wife, Grantee*, Address: 4761 Highway 99 A, Walnut Hill, Florida 32568 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 the 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, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this 25 day of April, 2017.

David L. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010

David L. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010

Signed, sealed and delivered
in the presence of:

Witness #1 Sign: Hali McCaw
Witness #1 Print Name: Hali McCaw

Witness #2 Sign: Debra L Nix
Witness #2 Print Name: Debra L. Nix

STATE OF Alabama
COUNTY OF Baldwin

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of April, 2017, by David L. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and David L. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010 who have provided drivers' licenses as identification, and who did take an oath.

My Commission expires:
My Commission Expires August 28, 2018
(Notary Seal)

Debra L Nix
Notary Public

## EXHIBIT "A"

## LEGAL DESCRIPTION

Parcel1:

Beginning at the Southwest corner of Section 38, Township 5 North, Range 33 West, Escambia County, Florida; thence South 89° 52' 46" West along the South line of the Northwest 1/4 of Section 13, Township 5 North, Range 33 West a distance of 2117.40 feet to the Easterly R/W line of Burlington Northern Railroad (R/W varies); thence go along said Easterly R/W line the following 7 courses: North 14° 00' 09" East a distance of 881.76 feet to the Point of Curvature of a curve; thence along said curve, turning to the right with an arc length of 634.32 feet, with a radius of 1628.62 feet, with a chord bearing of North 23° 25' 21" East, with a chord length of 630.32 feet to the Point of Tangency; thence go North 34° 05' 26" East a distance of 572.31 feet; thence go North 00° 15' 59" West a distance of 44.30 feet; thence go North 34° 05' 26" East a distance of 1633.18 feet to the Point of Curvature of a curve; thence along said curve, turning to the left with an arc length of 940.42 feet, with a radius of 1456.57 feet, with a chord bearing of North 15° 37' 49" East, with a chord length of 924.17 feet to the Point of Tangency; thence go North 00° 05' 40" East a distance of 1110.44 feet to the North line of the Southwest 1/4 of Section 12, Township 5 North, Range 33 West; thence go South 89° 54' 30" East along said line a distance of 151.17 feet to the Northwest corner of said Section 38; thence go South 89° 44' 28" East, along the North line of Section 38 a distance of 1323.97 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 05' 11" West a distance of 1332.48 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 89° 36" 34" West a distance of 1320.16 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 40' 04" East a distance of 662.47 feet; thence go North 89° 36' 49" East a distance of 2674.80 feet to the Range line of Range 33 West and Range 32 West; thence go South 03° 51' 02" West along said Range line a distance of 655.39 feet; thence go South 00° 25' 27" East a distance of 331.21 feet; thence go South 89° 47' 24" West a distance of 1981.09 feet; thence go South 00° 46' 51" East a distance of 1654.05 feet; thence go North 88° 15' 14" East a distance of 163.69 feet; thence go South 36° 54' 26" West a distance of 1383.36 feet to the West line of the Southeast 1/4 of Section 13; thence go North 00° 18' 27" West along said West line a distance of 438.78 feet to the Northwest corner of said Southeast 1/4 of Section 13, also being the Southwest corner of Section 38 and the Point of Beginning.

LESS and except that certain property as described in Deeds recorded in Official Records Book 7675, Page 396, Official Records Book 7675, Page 399 and Official Records Book 7675, Page 402, all of the Public Records of Escambia County, Florida.

**Residential Sales**
**Abutting Roadway**
**Maintenance Disclosure**

**File No.17FL-5789**

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

**Name of Roadway:** Pine Forest Road, Walnut Hill, Florida
**Legal Address of Property:** 5700 Pine Forest Road, Walnut Hill, Florida 32568

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

**This form completed by:** Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

**As to Seller(s):**

Seller's Name: David L. Harms, individually
And as Trustee of the Janis W. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: Hali McCaa

Seller's Name: David L. Harms, individually
And as Trustee of the Lowell C. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: Debra L Nix

**As to Buyer(s):**

Buyer's Name: Brett R. Ward

Witness Name: Carol D. Eubanks

Buyer's Name: Susan R. Ward

Witness Name: M. Reed Eubanks

Buyer's Name: Burton Heath Ward

Buyer's Name: Kathryn Elisabeth H. Ward

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

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
**File # 17FL-5789**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017031712 5/1/2017 10:46 AM
OFF REC BK: 7704 PG: 106 Doc Type: WD
Recording $27.00 Deed Stamps $2,088.80

# WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That Sandra K. Josey, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Sandra K. Josey, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, Grantor*, Address: 45288 Pine Hill Drive, Hammond, LA 70401 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: Brett R. Ward and Susan R. Ward, husband and wife and Burton Heath Ward and Kathryn Elisabeth H. Ward, husband and wife, Grantee*, Address: 4761 Highway 99 A, Walnut Hill, Florida 32568, 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 the 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, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this 28th day of April, 2017.

Sandra K. Josey, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010

Sandra K. Josey, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010

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: M. Reed Eubanks

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of April, 2017, by Sandra K. Josey, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Sandra K. Josey, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, who have provided drivers' licenses as identification, and who did take an oath.

My Commission expires:

**M. Reed Eubanks**
**Notary Public-State of FL**
**Comm. Exp. June 2, 2018**
**Comm. No. FF 106262**

Notary Public

(Notary Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel1:

Beginning at the Southwest corner of Section 38, Township 5 North, Range 33 West, Escambia County, Florida; thence South 89° 52' 46" West along the South line of the Northwest 1/4 of Section 13, Township 5 North, Range 33 West a distance of 2117.40 feet to the Easterly R/W line of Burlington Northern Railroad (R/W varies); thence go along said Easterly R/W line the following 7 courses: North 14° 00' 09" East a distance of 881.76 feet to the Point of Curvature of a curve; thence along said curve, turning to the right with an arc length of 634.32 feet, with a radius of 1628.62 feet, with a chord bearing of North 23° 25' 21" East, with a chord length of 630.32 feet to the Point of Tangency; thence go North 34° 05' 26" East a distance of 572.31 feet; thence go North 00° 15' 59" West a distance of 44.30 feet; thence go North 34° 05' 26" East a distance of 1633.18 feet to the Point of Curvature of a curve; thence along said curve, turning to the left with an arc length of 940.42 feet, with a radius of 1456.57 feet, with a chord bearing of North 15° 37' 49" East, with a chord length of 924.17 feet to the Point of Tangency; thence go North 00° 05' 40" East a distance of 1110.44 feet to the North line of the Southwest 1/4 of Section 12, Township 5 North, Range 33 West; thence go South 89° 54' 30" East along said line a distance of 151.17 feet to the Northwest corner of said Section 38; thence go South 89° 44' 28" East, along the North line of Section 38 a distance of 1323.97 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 05' 11" West a distance of 1332.48 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 89° 36" 34" West a distance of 1320.16 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 40' 04" East a distance of 662.47 feet; thence go North 89° 36' 49" East a distance of 2674.80 feet to the Range line of Range 33 West and Range 32 West; thence go South 03° 51' 02" West along said Range line a distance of 655.39 feet; thence go South 00° 25' 27" East a distance of 331.21 feet; thence go South 89° 47' 24" West a distance of 1981.09 feet; thence go South 00° 46' 51" East a distance of 1654.05 feet; thence go North 88° 15' 14" East a distance of 163.69 feet; thence go South 36° 54' 26" West a distance of 1383.36 feet to the West line of the Southeast 1/4 of Section 13; thence go North 00° 18' 27" West along said West line a distance of 438.78 feet to the Northwest corner of said Southeast 1/4 of Section 13, also being the Southwest corner of Section 38 and the Point of Beginning.

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**Residential Sales**
**Abutting Roadway**
**Maintenance Disclosure**

**File No. 17FL-5789**

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

**Name of Roadway:** Pine Forest Road, Walnut Hill, Florida
**Legal Address of Property:**

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

**This form completed by:** Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

**As to Seller(s):**

Sandra K Josey
Seller's Name: Sandra K. Josey, individually
And as Trustee of the Janis W. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: Carol D. Eubanks

Sandra K Josey
Seller's Name: Sandra K. Josey, individually
And as Trustee of the Lowell C. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: M. Reed Eubanks

**As to Buyer(s):**

Buyer's Name: Brett R. Ward

Witness Name: Carol D. Eubanks

Susan R. Ward
Buyer's Name: Susan R. Ward

Witness Name: M. Reed Eubanks

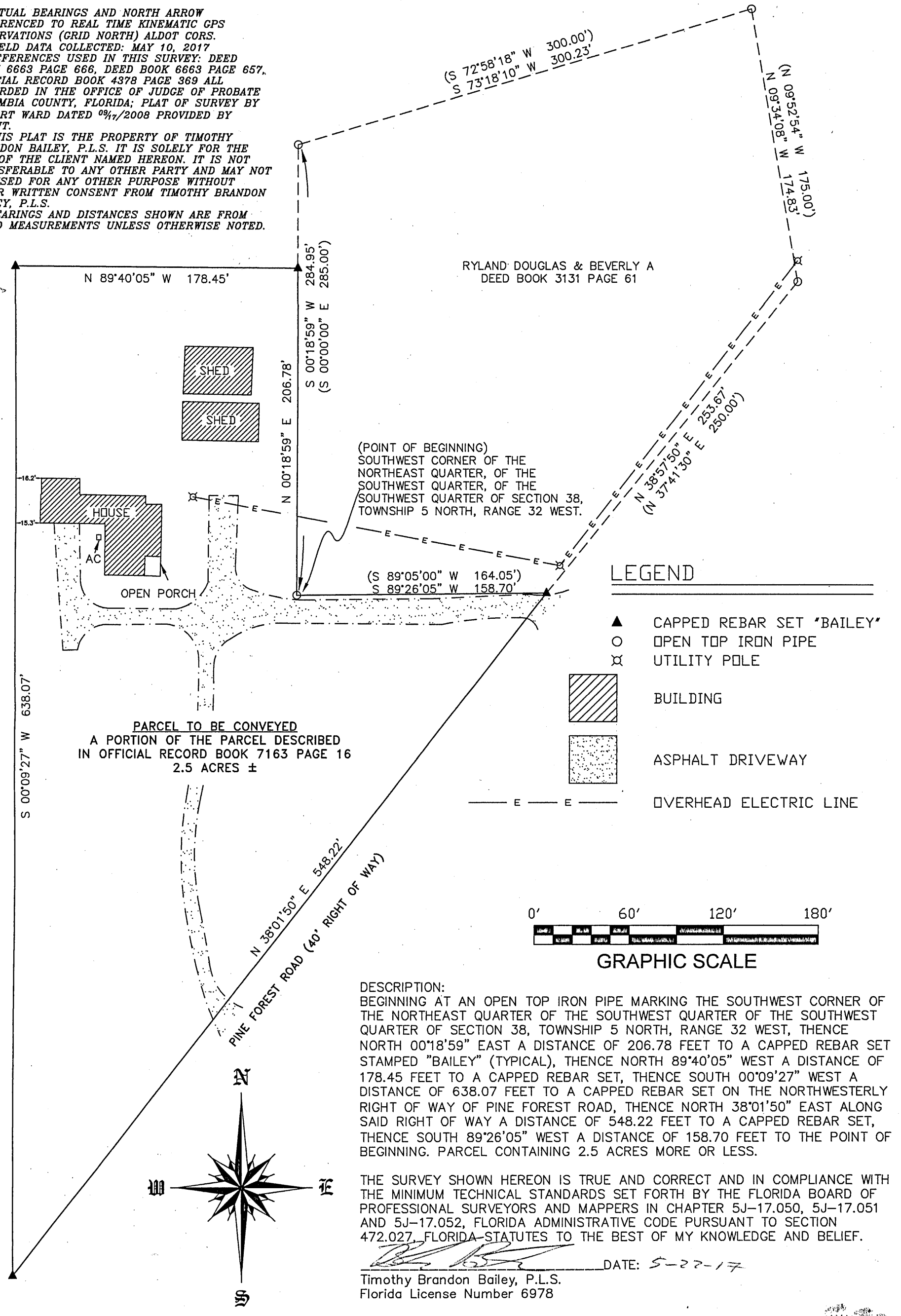
Buyer's Name: Burton Heath Ward

Kathryn Elisabeth H Ward
Buyer's Name: Kathryn Elisabeth H. Ward

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

*NOTES:*

*1. ACTUAL BEARINGS AND NORTH ARROW REFERENCED TO REAL TIME KINEMATIC GPS OBSERVATIONS (GRID NORTH) ALDOT CORS.*
*2. FIELD DATA COLLECTED: MAY 10, 2017*
*3. REFERENCES USED IN THIS SURVEY: DEED BOOK 6663 PAGE 666, DEED BOOK 6663 PAGE 657, OFFICIAL RECORD BOOK 4378 PAGE 369 ALL RECORDED IN THE OFFICE OF JUDGE OF PROBATE ESCAMBIA COUNTY, FLORIDA; PLAT OF SURVEY BY ROBERT WARD DATED 09/17/2008 PROVIDED BY CLIENT.*
*4. THIS PLAT IS THE PROPERTY OF TIMOTHY BRANDON BAILEY, P.L.S. IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREON. IT IS NOT TRANSFERABLE TO ANY OTHER PARTY AND MAY NOT BE USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM TIMOTHY BRANDON BAILEY, P.L.S.*
*5. BEARINGS AND DISTANCES SHOWN ARE FROM FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.*




## LEGEND

- ▲ CAPPED REBAR SET "BAILEY"
- ○ OPEN TOP IRON PIPE
- ⊠ UTILITY POLE
- BUILDING
- ASPHALT DRIVEWAY
- E — E — OVERHEAD ELECTRIC LINE

0′ 60′ 120′ 180′

GRAPHIC SCALE

DESCRIPTION:
BEGINNING AT AN OPEN TOP IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 38, TOWNSHIP 5 NORTH, RANGE 32 WEST, THENCE NORTH 00°18'59" EAST A DISTANCE OF 206.78 FEET TO A CAPPED REBAR SET STAMPED "BAILEY" (TYPICAL), THENCE NORTH 89°40'05" WEST A DISTANCE OF 178.45 FEET TO A CAPPED REBAR SET, THENCE SOUTH 00°09'27" WEST A DISTANCE OF 638.07 FEET TO A CAPPED REBAR SET ON THE NORTHWESTERLY RIGHT OF WAY OF PINE FOREST ROAD, THENCE NORTH 38°01'50" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 548.22 FEET TO A CAPPED REBAR SET, THENCE SOUTH 89°26'05" WEST A DISTANCE OF 158.70 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 2.5 ACRES MORE OR LESS.

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 TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 5-22-17

Timothy Brandon Bailey, P.L.S.
Florida License Number 6978

| CLIENT: | TYPE OF SURVEY: | SCALE: | |
|---|---|---|---|
| BRETT WARD | CONVEYANCE | 1" = 60' | PLAT NOT VALID WITHOUT RAISED SEAL AND SIGNATURE |


*Survey Prepared By:*
*Timothy Brandon Bailey, P.L.S.*
*208 Mohawk Street*
*Mobile, Alabama 36606*
*Telephone: 251-564-7295*
*tbbailey@hotmail.com*


FILE NO.: 30-17

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.

**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:** **June 7, 2017**

**RE:** **Transportation & Traffic Operations (TTO) Comments – SSA-2017-03 and Z-2017-07**

TTO Staff has reviewed the Small Scale Map Amendment (SSA)-2017-03 and Rezoning Case (Z)-2017-03, 5700 SR297 (Pine Forest Road), agenda item for the upcoming Planning Board meeting scheduled for July 11, 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 Pine Forest Road within the vicinity of the subject parcel.

Per the Florida-Alabama Transportation Planning Organization (TPO) Congestion Management Process Plan, Pine Forest Road is currently functioning within its allowable capacity for traffic volumes between the segment of SR10A (Mobile Hwy) and I-10. 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 (26,000 trips/day) and is not expected to exceed 29,000 trips/day by Year 2024, which is still within the allowable LOS roadway standard.

The TPO 2040 Long Range Transportation Plan (LRTP) does include a capacity project along Mobile Highway from Nine Mile Road to Godwin Lane, which lies just west of the subject parcel, to widen to 4 lanes. The 2040 LRTP proposes Federal/State dollars to fund the engineering design phase ($10.4M) for this section of Mobile Highway within the 2026-2030 timeframe. However, no right-of-way ($17.3M) or construction ($39.7M) funds are proposed in the LRTP at this time.

Due to the information provided above, TTO Staff does not have any concerns with the proposed SSA and/or the rezoning request; however, TTO's review 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

**Comprehensive Plan Amendment**
**Staff Analysis**

**General Data**

| | |
|---|---|
| **Project Name:** | SSA 2017-03 |
| **Location:** | 5700 Pine Forest Road |
| **Parcel #s:** | 38-5N-33-3301-000-000 (Parent Parcel) |
| **Acreage:** | 2. 50 (+/-) acres |
| **Request:** | From Agricultural (AG) to Rural Community (RC) |
| **Applicant:** | Brett and Susan Ward, Owners |
| **Meeting Dates:** | Planning Board July 10, 2017<br>BCC August 3, 2017 |

**Summary of Proposed Amendment:**

The proposed amendment is for a parcel totaling 2.50 (+/-) acre, accessed from Pine Forest Road.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

a) The parcel is 2.50 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(1)(a).
b) This amendment is the third small scale amendment for this calendar year; therefore, it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(1)(b).
c) The proposed amendment is not located within a designated area of critical state concern.

The applicants have requested a Future Land Use (FLU) map amendment to change the FLU category of a parcel totaling 2.50(+/-) acre, from Agricultural (AG) to Rural Community (RC). Based on the request, the FLU change along with a concurrently requested rezoning from Agriculture (Agr), to Rural Residential (RR), would allow for the separation of an existing residential unit from the primary farmland operations.

**Sec. 2-7.3 Comprehensive Plan future land use and text amendments.**

**(3) Compliance review.** The Planning Board shall consider a requested Comprehensive Plan map amendment during the noticed meeting of the board and determine any subsequent actions. At the conclusion of the hearing, the Planning Board shall adopt a recommendation to the BCC for adoption, adoption with modification, or rejection of the amendment.
**a. General amendment conditions.** All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:
**1. Need and benefit.** There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly

warranted.

**2. Professional practices.** The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

**Staff Analysis:** To provide protection to prime farmland and prevent the unnecessary and irreversible conversion of large tracks of farmland into non-agricultural uses, the RC FLU recognize existing residential development that serves the rural and agricultural areas of Escambia County. Farming is an important aspect of our community; planning principles used to encourage the protection of prime farmland in the County, as provided for specific allowances in the Comprehensive Plan and in the Land Development Code**.** In the Land Development Code (LDC), Sec. 3-2.3 Rural Residential district (RR) describe the clustering of smaller residential lots where needed to protect prime farmland from non-agricultural use.

**b. FLUM amendment conditions.** In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses by Florida Statute.

**Land Use Impacts:**

Residential Impact

**Comprehensive Plan Policy (CPP) 1.3.1**, the current Agriculture (AG) FLU is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also, allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services. The range of allowable uses includes agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial. The residential maximum density is 1 du/20 acres.

The proposed amendment to Rural Community (RC) is intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County. The range of allowable uses includes agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial. The residential maximum density is 2 du/acre

**Staff Analysis:** The applicant is concurrently requesting a rezoning from Agr to RR. If the rezoning is approved, then the proposed FLU change to RC would be compatible with the existing surrounding area densities and intensities. The current development trend in this area of the County identifies the existence of rural residential development along existing roadways, in support of the primary agricultural development. The parcel already has a single-family residence and accessory structures on-site.

**Infrastructure Availability:**

**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 (except for residential development).

**GOAL CMS 1 Concurrency Management System**
**E**scambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

**Potable Water**

The applicant has the responsibility to contact the local water provider to ensure the provider can support the proposed use. The adopted level of service (LOS) standards for potable water is established in Comprehensive Plan Policy INF 4.1.7.

**Sanitary Sewer**

The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 are an average of 210 gallons per residential connection per day and a peak of 350 gallons per residential connection per day. The policy also states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider and on the size of the non-residential water meter.

**Solid Waste Disposal**

As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day.

**Stormwater Management**

INF 3.1.2 **County System Improvements.** Escambia County will continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

INF 3.1.4 **Stormwater Management Enforcement.** Escambia County will continue enforcement of its stormwater management ordinance, consistent with the Capital Improvements Element and in cooperation with the municipalities and regulatory agencies, pursuant to the detailed guidance provided by Escambia County's stormwater management plan.

INF 3.1.5 **Concurrency Management.** Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

INF 3.1.7 **Level of Service (LOS) Standards.** Stormwater management LOS will be monitored through the provisions in the LDC design standards.

INF 3.1.8 **Natural Drainage Features.** Existing functioning drainage features will be utilized whenever sufficient capacity is available within such features. Utilization of natural drainage features will be required when such use does not impact sensitive natural resources. The LDC will include land use regulations that require site-specific development plans to protect natural

drainage features and incorporate such features into the site planning and development process.

INF 3.1.9 **Untreated Stormwater.** Channeling untreated run-off directly into receiving waters will be prohibited. Thus, no new "direct" discharge of untreated stormwater will be permitted. Note: For the purposes of this plan, adequate vegetative filtration of sheet flow from pervious surfaces may be considered treatment.

**Transportation System**

MOB 1.1.2 **On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

MOB 1.1.7 **Access Management.** Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

MOB 1.2.1 **Consistency.** All plans and proposals for development and redevelopment as well as all land use decisions will be reviewed for consistency with the FLUM.

**Staff Analysis:** The parcel has a single-family residence on-site promoting the efficient use of existing public roads and infrastructure. The applicant is not proposing any other development.

**Impact on Wellheads, Historically Significant Sites and the Natural Environment:**

**Wellheads:**

*CON 1.4.1* ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

**Historically Significant Sites:**

FLU 1.2.1 State Assistance. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

**Wetlands:**

CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.

**Staff Analysis:** Based on public records, the existing residence was built in 1975 and it's the primary residential use of the new 2.5 +/- acre parcel created. The parcel appears to be located outside of the well-head travel time contours. The applicant did not provide a significant historical site review; however, it's worth noting that the parcel in question contains existing residential and accessory structures. The applicant is not proposing any other development on-site; we recommend that any new proposed development within the parcel would have to be reviewed for cultural resources. From a review of the available National Wetland Inventory maps, there appears to be **no environmentally sensitive lands** on the subject parcel. Any future development shall be analyzed for environmental compliance with regulations prior to the issuance of any site plan approval.

**Comprehensive Plan Consistency and Relevant Policies:**

***Rural Community Future Land Use Category:***

FLU 1.3.1 FLUM Rural Community (RC)
**General Description:** Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.

**Staff Analysis:** The proposed FLU change to RC **is compatible** with the existing surrounding uses and will not have a negative impact upon existing public roads, utilities and service infrastructures. The development trend is rural residential development along the existing roadways. The existing residence already makes use of available infrastructure and is compatible with the surrounding uses and intensities.

**Summary:** If the rezoning application to RR is approved, then the request to assign a FLU of RC **would be** compatible with the current requirements of the Comprehensive Plan and of the Land Development Code. To protect the agricultural and rural character of that area in Escambia County, both the LDC and the Comprehensive Plan have allowances to accommodate single-family residences as accessory and supportive uses to the farming operations.

# 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:** 7/10/17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

_____ In Favor _____ Against

**OR**

**Regular Planning Board Meeting**

**Agenda Item Number/Description:**

6-A

*Name: BRETT WARD

*Address: 4761 Hwy 99-A *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

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.

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: small scale map amendment 2017-03

Date: 06-08-17

Date requested back by: 06-15-17

Requested by: Juan Lemos

Phone Number: 595-3471

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 6/13/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- Approved as to title block & ordinance format only -

**ORDINANCE NUMBER 2017-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1 TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF 2.5+/- ACRES PORTION OF A PARCEL WITHIN SECTION 38, TOWNSHIP 5N, RANGE 33W, PARCEL NUMBER 38-5N-33-3301-000-000, LOCATED ON PINE FOREST ROAD, FROM AGRICULTURAL (AG) TO RURAL COMMUNITY (RC); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

## Section 1. Purpose and Intent

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

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2017-03."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

> A parcel within Section 38, Township 5N, Range 33W, parent parcel reference number 38-5N-33-3301-000-000 totaling 2.50 (+/-) acres, located on Pine Forest Road, as more particularly described by Timothy Brandon Bailey, P. L. S, signed and sealed by Timothy Brandon Bailey in the conveyance survey dated May 22, 2017 attached as Exhibit A, from Agricultural (AG) to Rural Community (RC).

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

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

**Section 6. Effective Date**

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this



DRAFT

Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this_____ day of _____, 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

Exhibit A

*NOTES:*

*1. ACTUAL BEARINGS AND NORTH ARROW REFERENCED TO REAL TIME KINEMATIC GPS OBSERVATIONS (GRID NORTH) ALDOT CORS.*
*2. FIELD DATA COLLECTED: MAY 10, 2017*
*3. REFERENCES USED IN THIS SURVEY: DEED BOOK 6663 PAGE 666, DEED BOOK 6663 PAGE 657, OFFICIAL RECORD BOOK 4378 PAGE 369 ALL RECORDED IN THE OFFICE OF JUDGE OF PROBATE ESCAMBIA COUNTY, FLORIDA; PLAT OF SURVEY BY ROBERT WARD DATED 09/17/2008 PROVIDED BY CLIENT.*
*4. THIS PLAT IS THE PROPERTY OF TIMOTHY BRANDON BAILEY, P.L.S. IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREON. IT IS NOT TRANSFERABLE TO ANY OTHER PARTY AND MAY NOT BE USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM TIMOTHY BRANDON BAILEY, P.L.S.*
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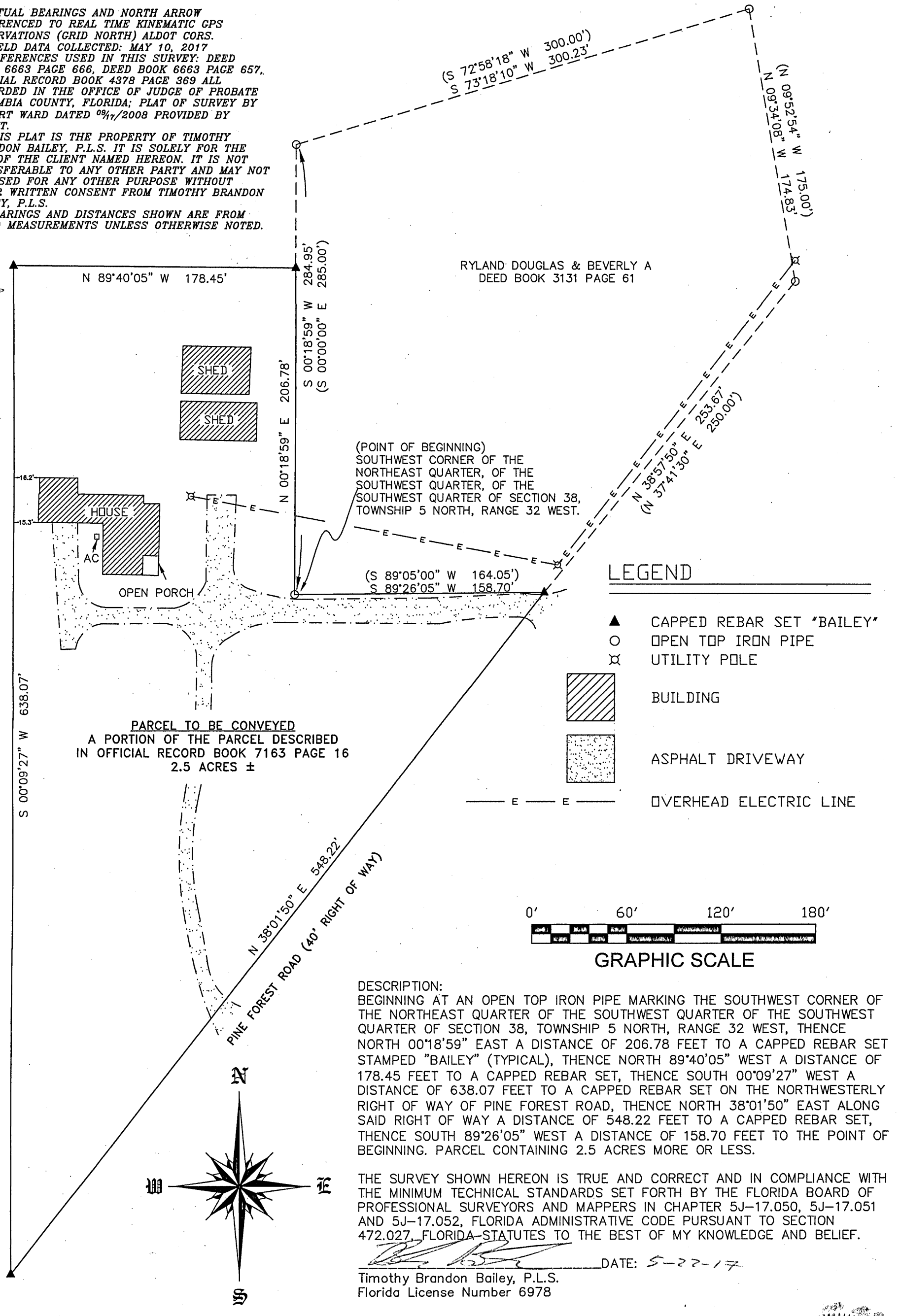


## LEGEND

- ▲ CAPPED REBAR SET "BAILEY"
- ○ OPEN TOP IRON PIPE
- ⊠ UTILITY POLE
- BUILDING
- ASPHALT DRIVEWAY
- E — E — OVERHEAD ELECTRIC LINE

0′ 60′ 120′ 180′

GRAPHIC SCALE

DESCRIPTION:
BEGINNING AT AN OPEN TOP IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 38, TOWNSHIP 5 NORTH, RANGE 32 WEST, THENCE NORTH 00°18'59" EAST A DISTANCE OF 206.78 FEET TO A CAPPED REBAR SET STAMPED "BAILEY" (TYPICAL), THENCE NORTH 89°40'05" WEST A DISTANCE OF 178.45 FEET TO A CAPPED REBAR SET, THENCE SOUTH 00°09'27" WEST A DISTANCE OF 638.07 FEET TO A CAPPED REBAR SET ON THE NORTHWESTERLY RIGHT OF WAY OF PINE FOREST ROAD, THENCE NORTH 38°01'50" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 548.22 FEET TO A CAPPED REBAR SET, THENCE SOUTH 89°26'05" WEST A DISTANCE OF 158.70 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 2.5 ACRES MORE OR LESS.

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_____ DATE: 5-22-17
Timothy Brandon Bailey, P.L.S.
Florida License Number 6978

| CLIENT: | TYPE OF SURVEY: | SCALE: | |
|---|---|---|---|
| BRETT WARD | CONVEYANCE | 1" = 60' | PLAT NOT VALID WITHOUT RAISED SEAL AND SIGNATURE |


*Survey Prepared By:*
*Timothy Brandon Bailey, P.L.S.*
*208 Mohawk Street*
*Mobile, Alabama 36606*
*Telephone: 251-564-7295*
*tbbailey@hotmail.com*


FILE NO.: 30-17

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

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

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

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**INTENTIONALLY LEFT BLANK**

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**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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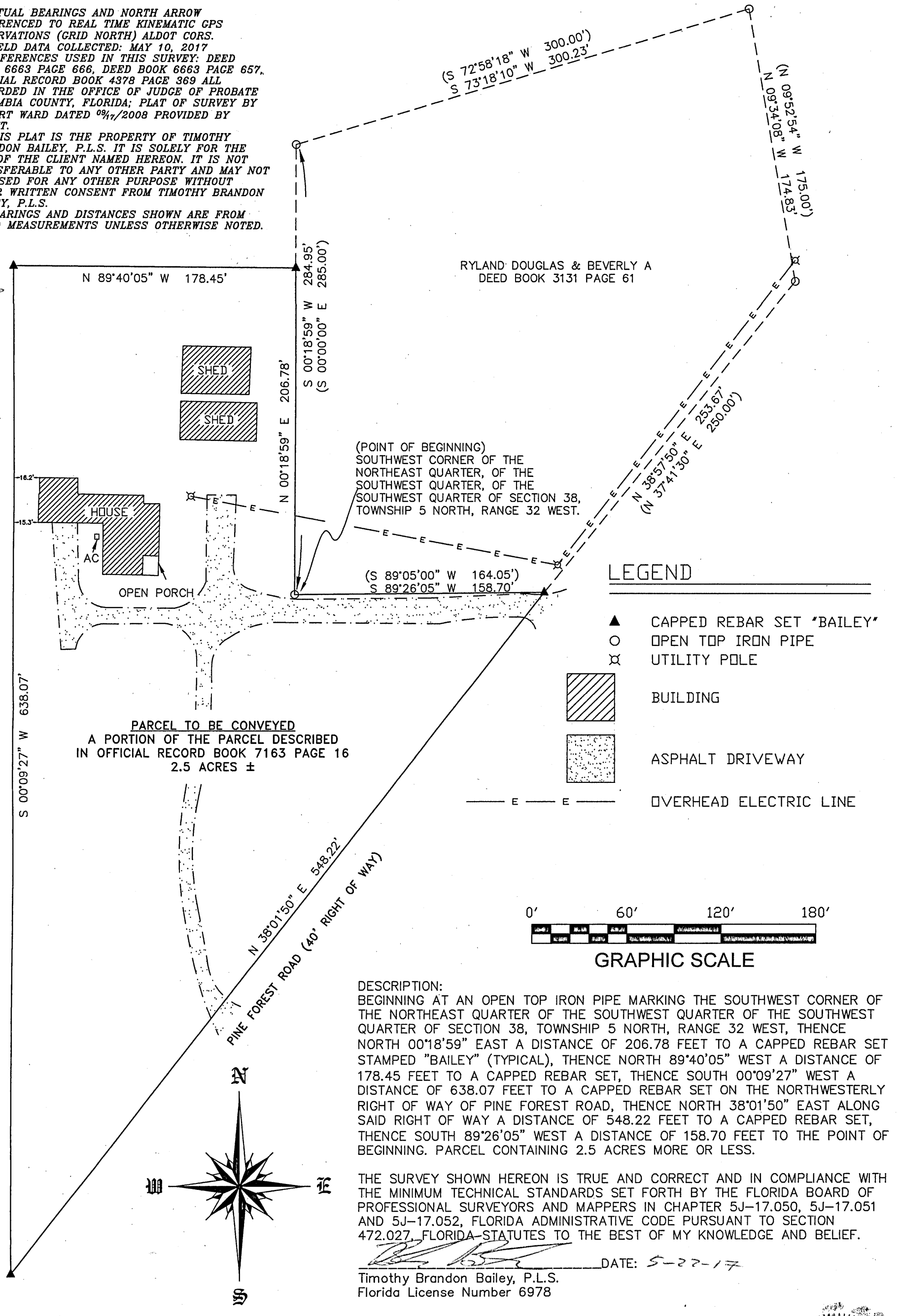


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*Survey Prepared By:*
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*Mobile, Alabama 36606*
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FILE NO.: 30-17

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12542** **Growth Management Report 16. 6.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**Issue:** Review of Rezoning Case Heard by the Planning Board on July 10, 2017
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on July 10, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on July 10, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2017-07 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

| | |
|---|---|
| **1. Case No.:** | **Z-2017-07** |
| Address: | 5700 Pine Forest Road |
| Property Reference No.: | 38-5N-33-3301-000-000 |
| Property Size: | 2.50 (+/-) acres portion of the parent parcel |
| From: | Ag, Agriculture district (one du/20 acres) |
| To: | RR, Rural Residential district (one du/four acres) |
| FLU Category: | RC, Rural Community |
| Commissioner District: | 5 |
| Requested by: | Brett and Susan Ward and Burton and Katherine Ward, Owners |
| Planning Board Recommendation: | Approval |
| Speakers: | Brett Ward |

## BACKGROUND:

The above case was owner initiated and heard at the July 10, 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 request.

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Z-2017-07

---

# Z-2017-07

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

---

CASE #: Z-2017-07

Applicant: Brett and Susan Ward, and
Burton and Katherine Ward, Owners
Address: 5700 Pine Forest Road
Property Size : 2.5 (+/-) acres

From: Agr, Agricultural district
(one du/20 acres)
To: RR, Rural Residential district
(one du/4 acres)

---

A quasi-judicial public hearing was held in the above-styled cause before the Escambia County Planning Board on the 10th day of July 2017, commencing at approximately 8:50 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

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
ALLYSON CAIN
JUAN LEMOS

- - -

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PROCEEDINGS.....3

CERTIFICATE OF REPORTER.....9



P R O C E E D I N G S

(Planning Board Staff duly sworn.)
(Quasi-Judicial hearing recessed.)
(Regular Planning Board meeting held.)
(Quasi-Judicial hearing resumed, as follows:)

THE CHAIRMAN: At this time I will now call the quasi-judicial hearing back into session.

And before we get going, this first rezoning request is Case Z-2017-07, Brett and Susan Ward and Burton and Katherine Ward, owners, 5700 Pine Forest Road, 2.5 plus or minus acres, agricultural district to rural residential.

Members of the Board, I'll now ask if there's been any ex parte communication between you, the applicant, the applicants' agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing.

Also ask if you have visited the subject property and also disclose if you are a relative or business associate of any of the parties.



At this time, Chairman, no to all.
MR. FEARS: No to all.
MR. INGWELL: 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: Okay. And was this notice of the hearing also posted correctly on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: All right. Thank you.

Juan, I think you've already showed the pictures. This is the same property?

MR. LEMOS: Yes, sir, basically the same pictures. The only difference is the zoning request is going, of course, from agricultural to rural residential.

THE CHAIRMAN: Okay. Mr. Ward, is there any objection to having Juan present the case? Have you seen the staff's findings of facts?

(Brett Ward, previously sworn in the Planning Board hearing.)

MR. WARD: Yes. No objection.

THE CHAIRMAN: Are you in agreement with all of those findings of fact?
MR. WARD: Yes.
THE CHAIRMAN: Okay. Again, because we don't have any speakers on this case, we can kind of expedite it instead of going through every one of the criteria.
MR. WARD: Yes.
THE CHAIRMAN: So if you're okay with that?
MR. WARD: I'm okay.
THE CHAIRMAN: Juan, if you'll just state for the record that it does meet all of the approval criteria.
MR. LEMOS: Yes, sir. The applicants request to rezone the property from ag to rural residential. It meets all the requirements of the Comprehensive Plan and the Land Development Code.
THE CHAIRMAN: All right. Thank you.
Board members, you have an opportunity to either ask more questions or accept the motion at this time.
MS. CRAWFORD: Mr. Chairman, if I may, I believe it would be appropriate in the expedited



hearing to go on and just on the record state you are formally accepting that packet that you've made reference to, so when it goes to the Board of County Commissioners there's no question that those documents actually came in at this hearing. Does that make sense?
THE CHAIRMAN: Is that something I need to read in or just have a motion made on it?
MS. CRAWFORD: I think it would be fine just to do a quick motion and ask that, rather than have him read. I know you've already said this, but not formally, so that the packet is accepted as evidence.
THE CHAIRMAN: Did we do that as part of the quasi-judicial, that we said we're accepting the findings of fact?
MS. CRAWFORD: I believe you did.
THE CHAIRMAN: You just want it on each individual case, then, just to be sure.
MS. CRAWFORD: On each individual case where they don't read it in because they're asking -- their documents show they do it that way, their analysis, versus just a statement that, yes, they meet it, in case there's later discussion or need for more information.



THE CHAIRMAN: Okay. That makes sense. Okay.
Board members, this would be -- The Chair will entertain a motion to accept the findings as written.
We've heard that the applicant accepted those findings and that Juan's testimony is that they meet all of the criteria.
MR. FEARS: I make a motion we accept the findings as written.
THE CHAIRMAN: All right. Do we have a second?
MR. INGWELL: Second.
THE CHAIRMAN: Any discussion on that item?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Okay. So it's accepted into evidence as for the findings. All right. Any conclusion?
MR. LEMOS: No, sir. That's it.



THE CHAIRMAN: Mr. Ward, did you have anything else you wanted to add?
MR. WARD: No.
THE CHAIRMAN: The Chair will entertain a motion on 2017-07.
MR. RUSHING: I move to accept as recommended by the staff on this motion.
THE CHAIRMAN: All right.
MR. INGWELL: Second.
THE CHAIRMAN: We have 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: All right. Motion carries.
(Hearing concluded at 5:05 p.m.)

Page 9

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.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

**Planning Board-Rezoning** **7. A.**

**Meeting Date:** 07/10/2017
**CASE :** Z-2017-07
**APPLICANT:** Brett & Susan Ward, Owners
**ADDRESS:** 5700 Pine Forest Road
**PROPERTY REF. NO.:** 38-5N-33-3301-000-000 (parent parcel)
**FUTURE LAND USE:** AG, Agriculture
**DISTRICT:** 5
**OVERLAY DISTRICT:** N/A
**BCC MEETING DATE:** 08/03/2017

---

**SUBMISSION DATA:**
**REQUESTED REZONING:**

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

**TO: RR, Rural Residential district (one du/four acres)**

**RELEVANT AUTHORITY:**

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

**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.

**FLU 1.3.1 Future Land Use Categories.** General descriptions, range of

allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below.

**FLUM Agriculture (AG)**
**General Description:** Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.
**Range of Allowable Uses:** Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.
**Standards:** Residential Maximum Density: 1 du/20 acres
**Non-Residential:** Minimum Intensity: None.
**Maximum Intensity:** 0.25 Floor Area Ratio (FAR).

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

**FINDINGS**
The applicant has concurrently submitted an application for a FLU amendment for the same 2.5 +/- acre parcel, requesting a change from Agricultural (AG) to Rural Community (RC). If the FLU change to RC is approved, then the proposed rezoning to RR **would be consistent** with the intent and purpose of FLU category RC, as stated in CPP FLU 1.3.1; the RC FLU designation is intended to recognize existing residential development that serves the rural and agricultural areas of Escambia County. The RC FLU allows for residential uses at a maximum density of two du/acre, while encouraging the protection of the existing agricultural activities and the rural life style.

**Criterion b., LDC Sec. 2-7.2(b)(4)**
**Consistent with The Land Development Code**
Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

**Sec. 3-2.2 Agricultural district (Agr).**
**(a) Purpose.** The Agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its

division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the Agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population.The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

**Sec. 3-2.3 Rural Residential district (RR).**

**(a) Purpose**. The Rural Residential (RR) district establishes appropriate areas and land use regulations for low density residential uses and compatible non-residential uses characteristic of rural land development. The primary intent of the district is to provide for residential development at greater density than the Agricultural district on soils least valuable for agricultural production, but continue to support small-scale farming on more productive district lands. The absence of urban and suburban infrastructure is intentional. Residential uses within the RR district are largely self-sustaining and generally limited to detached single-family dwellings on large lots, consistent with rural land use and limited infrastructure. Clustering of smaller residential lots may occur where needed to protect prime farmland from non-agricultural use. The district allows public facilities and services necessary for the basic health, safety, and welfare of a rural population, and other non-residential uses that are compatible with agricultural community character.

**(b) Permitted uses.** Permitted uses within the RR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots four acres or larger, or on lots a minimum of one acre if clustered to avoid prime farmland.

See also conditional uses in this district.

(2) Retail sales. No retail sales except as permitted agricultural and related uses in this district.

(3) Retail services. Bed and breakfast inns. No other retail services except as permitted agricultural and related uses or as conditional uses in this district.

(4) Public and civic.

a. Cemeteries, including family cemeteries.
b. Clubs, civic or fraternal.
c. Educational facilities, K-12, on lots one acre or larger.
d. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
e. Funeral establishments.
f. Places of worship on lots one acre or larger.
g. Public utility structures 150 feet or less in height, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Campgrounds and recreational vehicle parks on lots five acres or larger.
b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
c. Marinas, private.
d. Parks without permanent restrooms or outdoor event lighting.
e. Passive recreational uses.

See also conditional uses in this district.

(6) Industrial and related. [Reserved]

(7) Agricultural and related.

a. Agriculture, including raising livestock, storing harvested crops, and cultivation of nursery plants. A minimum of two acres for keeping any farm animal on site and a maximum of one horse or other domesticated equine per acre.
b. Aquaculture, marine or freshwater.
c. Farm equipment and supply stores.
d. Kennels and animal shelters on lots two acres or larger.
e. Produce display and sales of fruit, vegetables and similar agricultural products. All structures for such use limited to non-residential farm buildings.
f. Silviculture.
g. Stables, public or private, on lots two acres or larger.
h. Veterinary clinics. A minimum of two acres for boarding animals.

## FINDINGS

The applicant stated that by separating the 2.5 (+/-) acre subject parcel from the larger site and requesting a rezoning, the existing residential structure within the parcel would meet the current zoning requirements, providing an allowance for the property owner to separate and maintain the agricultural uses to continue the prime farmland operations. The proposed rezoning **is**

**consistent** with the intent and purpose of the LDC. Under Section 3-2.3 (b), single family dwellings, detached, on lots a minimum of one acre are permitted, in order to avoid prime farm land; the RR zoning district does allow and encourage the clustering of smaller residential lots where needed, to protect prime farmland from non-agricultural use.

**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 staff observed properties with zoning districts Agr and RR. Three single-family residences and two improved agricultural residential parcels. The primary intent of the district is to provide for residential development at greater density than the Agricultural district, on soils least valuable for agricultural production, while continuing to support small-scale farming on more productive district lands. Residential uses within the RR district are largely self-sustaining and generally limited to detached single-family dwellings on large lots, consistent with rural land use and limited infrastructure.

**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. The agricultural and rural residential character of the area is still a reflection of the primary uses of the land in this part of Escambia County.

**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 language in the LDC allows for agricultural production supporting uses, including a rural residential component. The area's rural development pattern trend to the establishment of supporting rural residential development adjacent to primarily agricultural uses, mainly along the existing roadways.

**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. The parcel already has existing residential and accessory structures on-site. 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.

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**Attachments**

Z-2017-07

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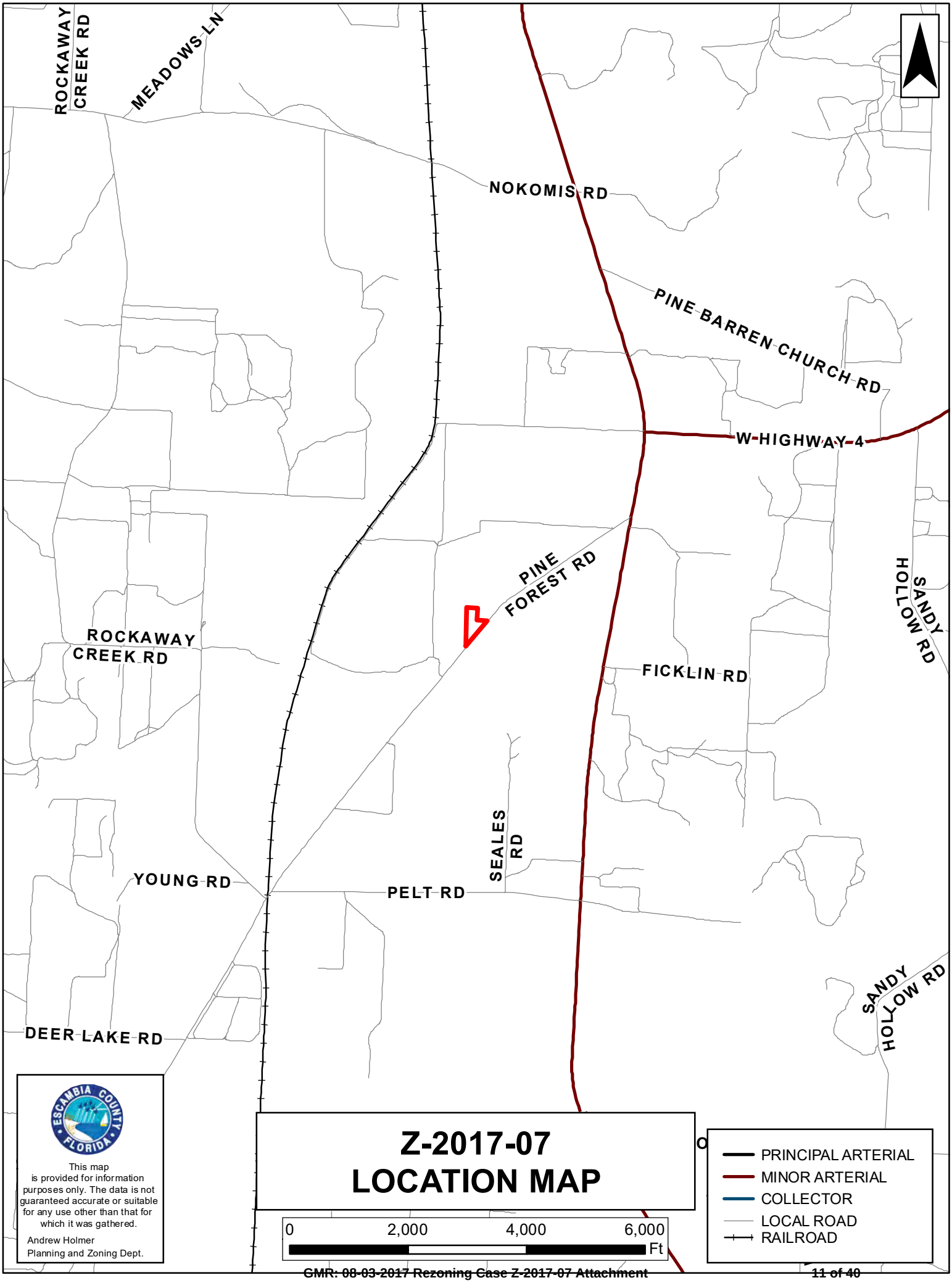
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MEADOWS LN
NOKOMIS RD
PINE BARREN CHURCH RD
W HIGHWAY 4
PINE FOREST RD
SANDY HOLLOW RD
ROCKAWAY CREEK RD
FICKLIN RD
SEALES RD
YOUNG RD
PELT RD
DEER LAKE RD
SANDY HOLLOW RD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. 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-2017-07
LOCATION MAP
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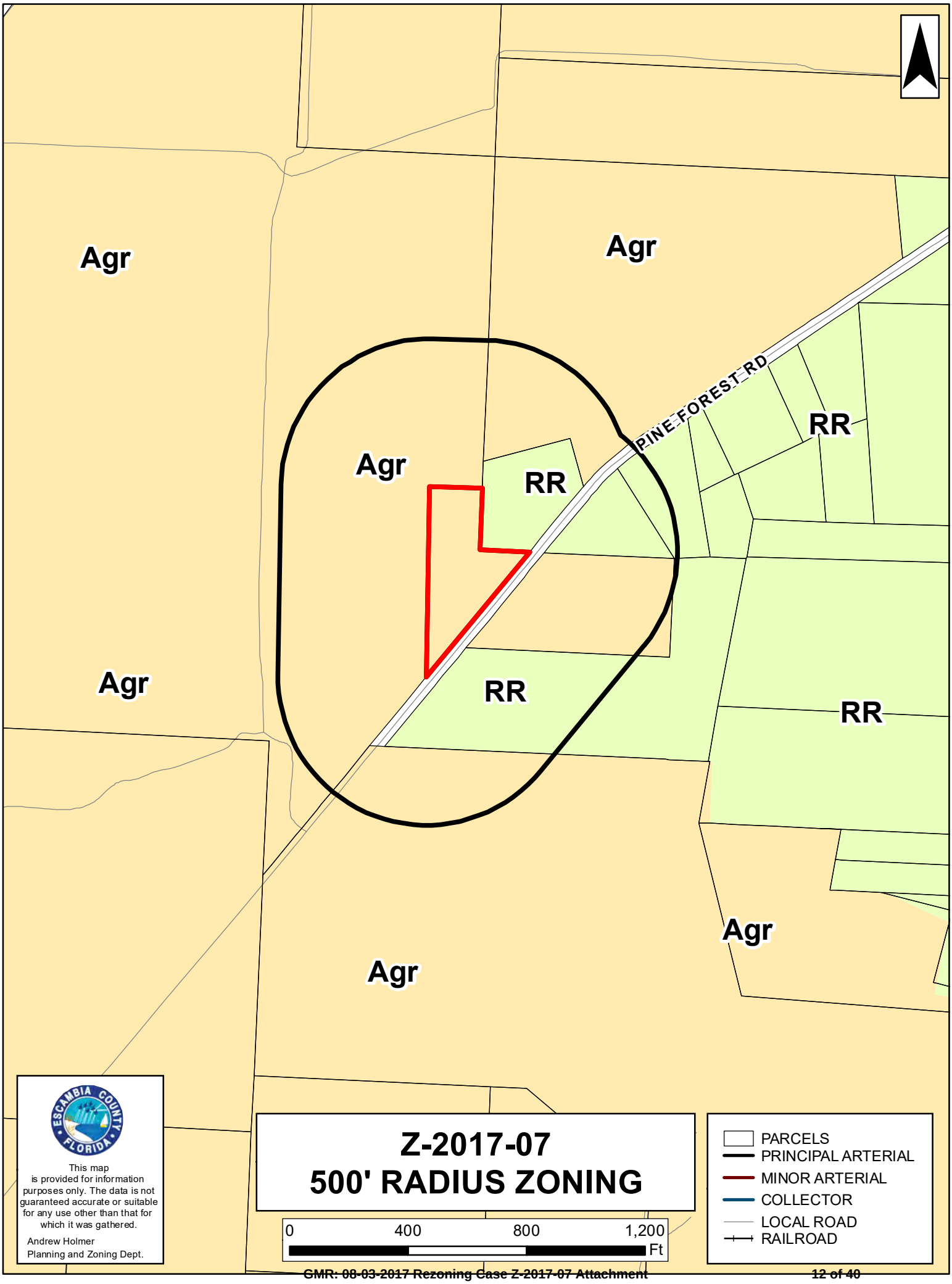
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RAILROAD
ESCAMBIA COUNTY FLORIDA
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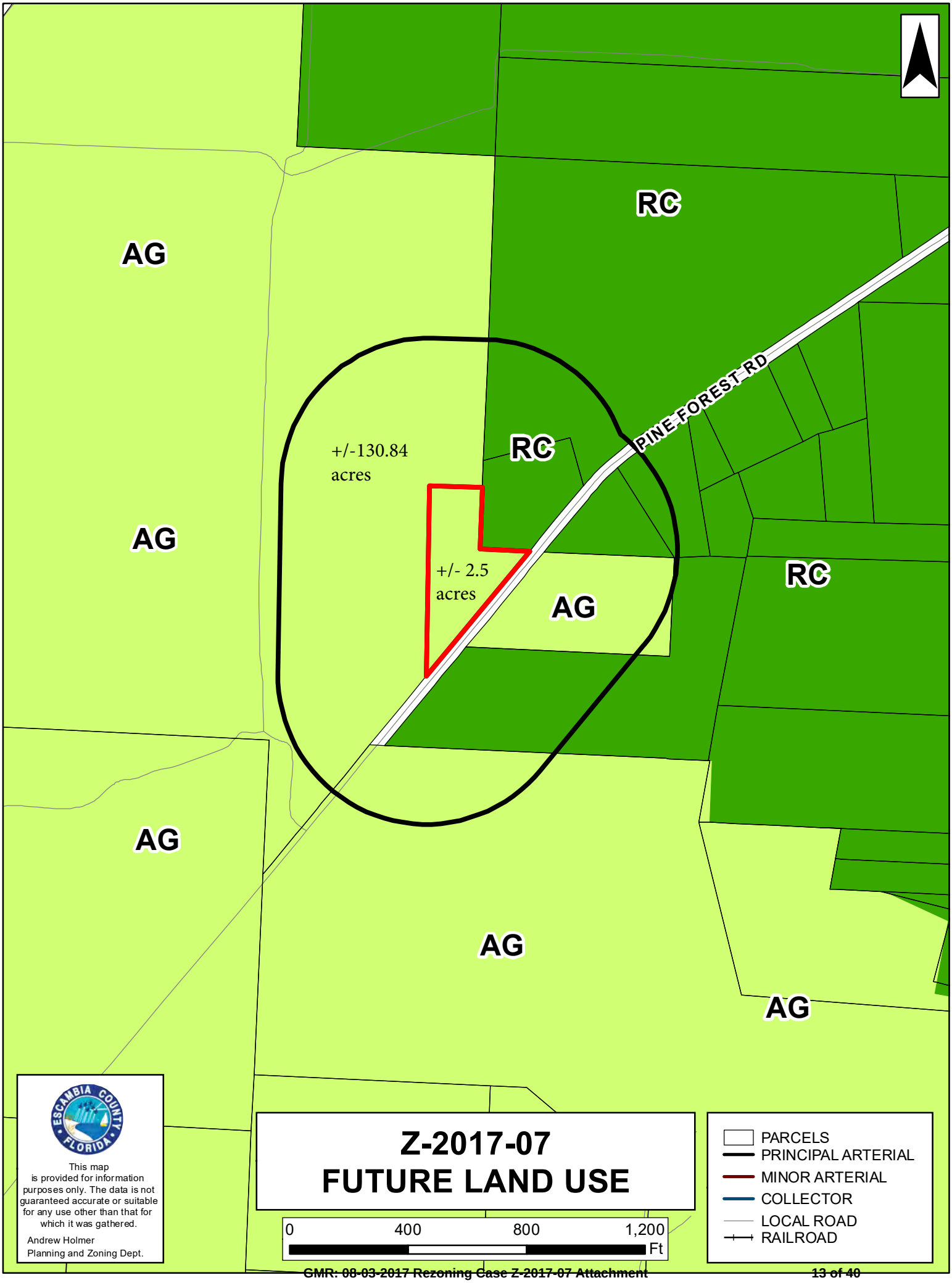
Planning and Zoning Dept.


RC
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ESCAMBIA COUNTY FLORIDA
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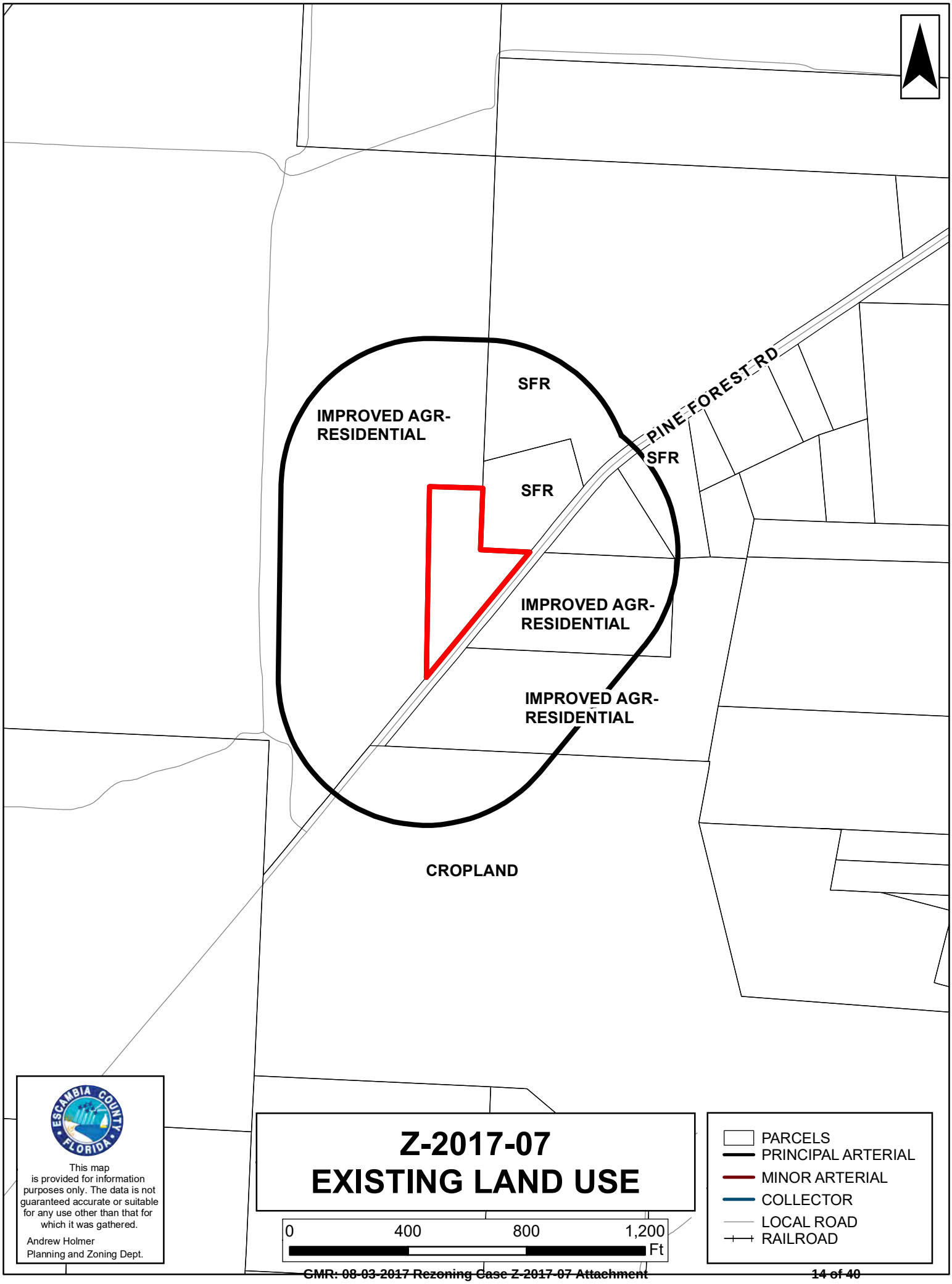
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CROPLAND
ESCAMBIA COUNTY FLORIDA
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is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2017-07
EXISTING LAND USE
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

# Z-2017-07
# AERIAL MAP

0 200 400 600 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

ESCAMBIA COUNTY FLORIDA

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Andrew Holmer
Planning and Zoning Dept.

# Public Hearing Sign

Looking East across Pine Forest Rd from subject parcel

Looking Northeast from Pine Forest Rd

Looking Northwest from Pine Forest Rd

Looking Southwest from parcel onto Pine Forest Rd

PRZ170500014

**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-2017-07 Accepted by: ACam PB Meeting: 7/11/2017

1. **Contact Information:**

   A. **Property Owner/Applicant:** Brett & Susan Ward

   Mailing Address: 4761 Hwy 99-A Walnut Hill, FL 32568

   Business Phone: (850) 327-4659 Cell: (850) 336-1331

   Email: _____

   B. **Authorized Agent (if applicable):** _____

   Mailing Address: _____

   Business Phone: _____ Cell: _____

   Email: _____

   ***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: 5700 Pine Forest Road

   Parcel ID (s): 385N33 3301 000 000

   B. Total acreage of the subject property: 2.5

   C. Existing Zoning: AG

   Proposed Zoning: RR

   FLU Category: AG

   D. Is the subject property developed (if yes, explain): Yes, it has one single-family residence and two barns.

   E. Sanitary Sewer: _____ Septic: ✓

**Escambia County Planning and Zoning**
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

## Rezoning Application

**FOR OFFICE USE ONLY** - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** Burton Heath and Kathryn Elisabeth H. Ward
   Mailing Address: 5090 Arthur Brown Road Walnut Hill, FL. 32568
   Business Phone: 850.327.3029 Cell: 251.359.4600
   Email: ehward7@gmail.com

   B. **Authorized Agent (if applicable):** _____
   Mailing Address: _____
   Business Phone: _____ Cell: _____
   Email: _____

   ***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: _____
   Parcel ID (s): _____
   _____
   _____

   B. Total acreage of the subject property: _____

   C. Existing Zoning: _____
   Proposed Zoning: _____
   FLU Category: _____

   D. Is the subject property developed (if yes, explain): _____
   _____

   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.

Rural Residential would allow us to cut out the 2.5 acres that includes the house and two barns so we can preserve the prime farm land and keep as much as possible in ag production.

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.

The proposed request of Rural Residential is consistant with the Comprehensive Plan because the intent of Rural Community is to promote compact development throughout the rural and ag areas of the county.

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 proposed rezoning request is not in conflict with the purposes and intent of the LDC because Sec. 3-2.3.b.1.b states that single-family dwellings can be on lots of one acre (minimum) to avoid prime farm land.

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.

The proposed rezoning request is compatable with the surrounding area because the Rural Residential zoning category is already established along Pine Forest Road.

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.

No, the proposed rezoning would not encourage new uses, density, or intensity in the area because this parcel is already developed.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

The request of Rural Residential is logical and orderly because this parcel is adjacent to existing Rural Residential zoning districts.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

No, the proposed rezoning would not have any adverse impact on the environment.

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): 38 5N 33 3301 000 000

Property Address: 5700 Pine Forest Road

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 24th DAY OF May, YEAR OF 2017

Signature of Property Owner — Printed Name of Property Owner: Burton Heath Ward — Date: 5/24/17

Signature of Property Owner: Kathryn Elisabeth H Ward — Printed Name of Property Owner: Kathryn Elisabeth H Ward — Date: 5/24/17

**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): 38 5N 33 3301 000 000

Property Address: 5700 Pine Forest Road

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 24th DAY OF May, YEAR OF 207

| | | |
|---|---|---|
| Signature of Property Owner | Printed Name of Property Owner | Date |
| Susan R. Ward | Susan R. Ward | 5/24/17 |
| Signature of Property Owner | Printed Name of Property Owner | Date |
| Susan R. Ward | Susan R. Ward | 5/24/17 |

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: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).**

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 — Burton Heath Ward — Printed Name Owner/Agent — 5/24/17 Date

Kathryn Elizabeth H Ward — Signature of Owner — Kathryn Elisabeth H. Ward — Printed Name of Owner — 5/24/17 Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 24th day of May 2017, by Burton & Kathryn Ward

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

Signature of Notary — Brandy White — Printed Name of Notary

BRANDY H WHITE
MY COMMISSION # GG021411
EXPIRES August 15, 2020

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
**File #17GL-5789**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017031710 5/1/2017 10:45 AM
OFF REC BK: 7704 PG: 100 Doc Type: WD
Recording $27.00 Deed Stamps $2,088.80

# WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That Janis W. Harms, an un-remarried widow, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Janis W. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010 Grantor*, Address: 5700 Pine Forest Road, Walnut Hill, Florida 32568 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: Brett R. Ward and Susan R. Ward, husband and wife and Burton Heath Ward and Kathryn Elisabeth H. Ward, husband and wife, Grantee*, Address: 4761 Highway 99A, Walnut Hill, Florida 32568, 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

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

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this 28th day of April, 2017.

Janis W. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010

Janis W. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010

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: M. Reed Eubanks

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of April, 2017, by Janis W. Harms, an un-remarried widow, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Janis W. Harms, an un-remarried widow, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, who have provided drivers' licenses as identification, and who did take an oath.

My Commission expires:

M. Reed Eubanks
Notary Public-State of FL
Comm. Exp. June 2, 2018
Comm. No. FF 106262

(Notary Seal)

_____
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel1:

Beginning at the Southwest corner of Section 38, Township 5 North, Range 33 West, Escambia County, Florida; thence South 89° 52' 46" West along the South line of the Northwest 1/4 of Section 13, Township 5 North, Range 33 West a distance of 2117.40 feet to the Easterly R/W line of Burlington Northern Railroad (R/W varies); thence go along said Easterly R/W line the following 7 courses: North 14° 00' 09" East a distance of 881.76 feet to the Point of Curvature of a curve; thence along said curve, turning to the right with an arc length of 634.32 feet, with a radius of 1628.62 feet, with a chord bearing of North 23° 25' 21" East, with a chord length of 630.32 feet to the Point of Tangency; thence go North 34° 05' 26" East a distance of 572.31 feet; thence go North 00° 15' 59" West a distance of 44.30 feet; thence go North 34° 05' 26" East a distance of 1633.18 feet to the Point of Curvature of a curve; thence along said curve, turning to the left with an arc length of 940.42 feet, with a radius of 1456.57 feet, with a chord bearing of North 15° 37' 49" East, with a chord length of 924.17 feet to the Point of Tangency; thence go North 00° 05' 40" East a distance of 1110.44 feet to the North line of the Southwest 1/4 of Section 12, Township 5 North, Range 33 West; thence go South 89° 54' 30" East along said line a distance of 151.17 feet to the Northwest corner of said Section 38; thence go South 89° 44' 28" East, along the North line of Section 38 a distance of 1323.97 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 05' 11" West a distance of 1332.48 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 89° 36" 34" West a distance of 1320.16 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 40' 04" East a distance of 662.47 feet; thence go North 89° 36' 49" East a distance of 2674.80 feet to the Range line of Range 33 West and Range 32 West; thence go South 03° 51' 02" West along said Range line a distance of 655.39 feet; thence go South 00° 25' 27" East a distance of 331.21 feet; thence go South 89° 47' 24" West a distance of 1981.09 feet; thence go South 00° 46' 51" East a distance of 1654.05 feet; thence go North 88° 15' 14" East a distance of 163.69 feet; thence go South 36° 54' 26" West a distance of 1383.36 feet to the West line of the Southeast 1/4 of Section 13; thence go North 00° 18' 27" West along said West line a distance of 438.78 feet to the Northwest corner of said Southeast 1/4 of Section 13, also being the Southwest corner of Section 38 and the Point of Beginning.

LESS and except that certain property as described in Deeds recorded in Official Records Book 7675, Page 396, Official Records Book 7675, Page 399 and Official Records Book 7675, Page 402, all of the Public Records of Escambia County, Florida.

**Residential Sales**
**Abutting Roadway**
**Maintenance Disclosure**

**File No. 17FL-5789**

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

**Name of Roadway:** 5700 Pine Forest Road
**Legal Address of Property:** 5700 Pine Forest Road, Walnut Hill, FL 32568

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

**This form completed by:** Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

**As to Seller(s):**

Janis W. Harms

**Seller's Name: Janis W. Harms, individually And as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010**

Janis W. Harms

**Seller's Name: Janis W. Harms, individually and as Trustee of The Lowell C. Harms Revocable Trust Agreement, Dated 11/17/2010**

**Witness #1 Sign:**
**Witness #1 Print Name:** Carol D. Eubanks

**Witness #2 Sign:**
**Witness #2 Print Name:** M. Reed Eubanks

**As to Buyer(s):**

**Buyer's Name: Brett R. Ward**

Susan R. Ward

**Buyer's Name: Susan R. Ward**

**Buyer's Name: Burton Heath Ward**

Kathryn Elisabeth H. Ward

**Buyer's Name: Kathryn Elisabeth H. Ward**

**Witness #1 Sign:**
**Witness #1 Print Name:** Carol D. Eubanks

**Witness #2 Sign:**
**Witness #2 Print Name:** M. Reed Eubanks

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

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
**File # 17FL-5789**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017031711 5/1/2017 10:45 AM
OFF REC BK: 7704 PG: 103 Doc Type: WD
Recording $27.00 Deed Stamps $2,088.80

# WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That David L. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and David L. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, Grantor*, Address: 5700 Pine Forest Road, Walnut Hill, Florida 32568 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: Brett R. Ward and Susan R. Ward, husband and wife and Burton Heath Ward and Kathryn Elisabeth H. Ward, husband and wife, Grantee*, Address: 4761 Highway 99 A, Walnut Hill, Florida 32568 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 the 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, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this 25 day of April, 2017.

David L. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010

David L. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010

Signed, sealed and delivered
in the presence of:

Witness #1 Sign: Hali McCaw
Witness #1 Print Name: Hali McCaw

Witness #2 Sign: Debra L Nix
Witness #2 Print Name: Debra L. Nix

STATE OF Alabama
COUNTY OF Baldwin

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of April, 2017, by David L. Harms, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and David L. Harms, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010 who have provided drivers' licenses as identification, and who did take an oath.

My Commission expires:
My Commission Expires August 28, 2018
(Notary Seal)

Debra L Nix
Notary Public

## EXHIBIT "A"

## LEGAL DESCRIPTION

Parcel1:

Beginning at the Southwest corner of Section 38, Township 5 North, Range 33 West, Escambia County, Florida; thence South 89° 52' 46" West along the South line of the Northwest 1/4 of Section 13, Township 5 North, Range 33 West a distance of 2117.40 feet to the Easterly R/W line of Burlington Northern Railroad (R/W varies); thence go along said Easterly R/W line the following 7 courses: North 14° 00' 09" East a distance of 881.76 feet to the Point of Curvature of a curve; thence along said curve, turning to the right with an arc length of 634.32 feet, with a radius of 1628.62 feet, with a chord bearing of North 23° 25' 21" East, with a chord length of 630.32 feet to the Point of Tangency; thence go North 34° 05' 26" East a distance of 572.31 feet; thence go North 00° 15' 59" West a distance of 44.30 feet; thence go North 34° 05' 26" East a distance of 1633.18 feet to the Point of Curvature of a curve; thence along said curve, turning to the left with an arc length of 940.42 feet, with a radius of 1456.57 feet, with a chord bearing of North 15° 37' 49" East, with a chord length of 924.17 feet to the Point of Tangency; thence go North 00° 05' 40" East a distance of 1110.44 feet to the North line of the Southwest 1/4 of Section 12, Township 5 North, Range 33 West; thence go South 89° 54' 30" East along said line a distance of 151.17 feet to the Northwest corner of said Section 38; thence go South 89° 44' 28" East, along the North line of Section 38 a distance of 1323.97 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 05' 11" West a distance of 1332.48 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 89° 36" 34" West a distance of 1320.16 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 40' 04" East a distance of 662.47 feet; thence go North 89° 36' 49" East a distance of 2674.80 feet to the Range line of Range 33 West and Range 32 West; thence go South 03° 51' 02" West along said Range line a distance of 655.39 feet; thence go South 00° 25' 27" East a distance of 331.21 feet; thence go South 89° 47' 24" West a distance of 1981.09 feet; thence go South 00° 46' 51" East a distance of 1654.05 feet; thence go North 88° 15' 14" East a distance of 163.69 feet; thence go South 36° 54' 26" West a distance of 1383.36 feet to the West line of the Southeast 1/4 of Section 13; thence go North 00° 18' 27" West along said West line a distance of 438.78 feet to the Northwest corner of said Southeast 1/4 of Section 13, also being the Southwest corner of Section 38 and the Point of Beginning.

LESS and except that certain property as described in Deeds recorded in Official Records Book 7675, Page 396, Official Records Book 7675, Page 399 and Official Records Book 7675, Page 402, all of the Public Records of Escambia County, Florida.

**Residential Sales**
**Abutting Roadway**
**Maintenance Disclosure**

**File No.17FL-5789**

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

**Name of Roadway:** Pine Forest Road, Walnut Hill, Florida
**Legal Address of Property:** 5700 Pine Forest Road, Walnut Hill, Florida 32568

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

**This form completed by:** Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

**As to Seller(s):**

Seller's Name: David L. Harms, individually
And as Trustee of the Janis W. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: Hali McCaa

Seller's Name: David L. Harms, individually
And as Trustee of the Lowell C. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: Debra L Nix

**As to Buyer(s):**

Buyer's Name: Brett R. Ward

Witness Name: Carol D. Eubanks

Buyer's Name: Susan R. Ward

Witness Name: M. Reed Eubanks

Buyer's Name: Burton Heath Ward

Buyer's Name: Kathryn Elisabeth H. Ward

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

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
**File # 17FL-5789**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017031712 5/1/2017 10:46 AM
OFF REC BK: 7704 PG: 106 Doc Type: WD
Recording $27.00 Deed Stamps $2,088.80

# WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That Sandra K. Josey, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Sandra K. Josey, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, Grantor*, Address: 45288 Pine Hill Drive, Hammond, LA 70401 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: Brett R. Ward and Susan R. Ward, husband and wife and Burton Heath Ward and Kathryn Elisabeth H. Ward, husband and wife, Grantee*, Address: 4761 Highway 99 A, Walnut Hill, Florida 32568, 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 the 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, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this 28th day of April, 2017.

Sandra K. Josey, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010

Sandra K. Josey, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010

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: M. Reed Eubanks

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of April, 2017, by Sandra K. Josey, individually and as Trustee of the Janis W. Harms Revocable Trust Agreement, dated 11/17/2010 and Sandra K. Josey, individually and as Trustee of the Lowell C. Harms Revocable Trust Agreement, dated 11/17/2010, who have provided drivers' licenses as identification, and who did take an oath.

My Commission expires:

**M. Reed Eubanks**
**Notary Public-State of FL**
**Comm. Exp. June 2, 2018**
**Comm. No. FF 106262**

Notary Public

(Notary Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel1:

Beginning at the Southwest corner of Section 38, Township 5 North, Range 33 West, Escambia County, Florida; thence South 89° 52' 46" West along the South line of the Northwest 1/4 of Section 13, Township 5 North, Range 33 West a distance of 2117.40 feet to the Easterly R/W line of Burlington Northern Railroad (R/W varies); thence go along said Easterly R/W line the following 7 courses: North 14° 00' 09" East a distance of 881.76 feet to the Point of Curvature of a curve; thence along said curve, turning to the right with an arc length of 634.32 feet, with a radius of 1628.62 feet, with a chord bearing of North 23° 25' 21" East, with a chord length of 630.32 feet to the Point of Tangency; thence go North 34° 05' 26" East a distance of 572.31 feet; thence go North 00° 15' 59" West a distance of 44.30 feet; thence go North 34° 05' 26" East a distance of 1633.18 feet to the Point of Curvature of a curve; thence along said curve, turning to the left with an arc length of 940.42 feet, with a radius of 1456.57 feet, with a chord bearing of North 15° 37' 49" East, with a chord length of 924.17 feet to the Point of Tangency; thence go North 00° 05' 40" East a distance of 1110.44 feet to the North line of the Southwest 1/4 of Section 12, Township 5 North, Range 33 West; thence go South 89° 54' 30" East along said line a distance of 151.17 feet to the Northwest corner of said Section 38; thence go South 89° 44' 28" East, along the North line of Section 38 a distance of 1323.97 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 05' 11" West a distance of 1332.48 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 89° 36" 34" West a distance of 1320.16 feet to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 38; thence go South 00° 40' 04" East a distance of 662.47 feet; thence go North 89° 36' 49" East a distance of 2674.80 feet to the Range line of Range 33 West and Range 32 West; thence go South 03° 51' 02" West along said Range line a distance of 655.39 feet; thence go South 00° 25' 27" East a distance of 331.21 feet; thence go South 89° 47' 24" West a distance of 1981.09 feet; thence go South 00° 46' 51" East a distance of 1654.05 feet; thence go North 88° 15' 14" East a distance of 163.69 feet; thence go South 36° 54' 26" West a distance of 1383.36 feet to the West line of the Southeast 1/4 of Section 13; thence go North 00° 18' 27" West along said West line a distance of 438.78 feet to the Northwest corner of said Southeast 1/4 of Section 13, also being the Southwest corner of Section 38 and the Point of Beginning.

LESS and except that certain property as described in Deeds recorded in Official Records Book 7675, Page 396, Official Records Book 7675, Page 399 and Official Records Book 7675, Page 402, all of the Public Records of Escambia County, Florida.

**Residential Sales**
**Abutting Roadway**
**Maintenance Disclosure**

**File No. 17FL-5789**

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

**Name of Roadway:** Pine Forest Road, Walnut Hill, Florida
**Legal Address of Property:**

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

**This form completed by:** Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

**As to Seller(s):**

Sandra K Josey
Seller's Name: Sandra K. Josey, individually
And as Trustee of the Janis W. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: Carol D. Eubanks

Sandra K Josey
Seller's Name: Sandra K. Josey, individually
And as Trustee of the Lowell C. Harms Revocable
Trust Agreement, dated 11/17/2010

Witness Name: M. Reed Eubanks

**As to Buyer(s):**

Buyer's Name: Brett R. Ward

Witness Name: Carol D. Eubanks

Susan R. Ward
Buyer's Name: Susan R. Ward

Witness Name: M. Reed Eubanks

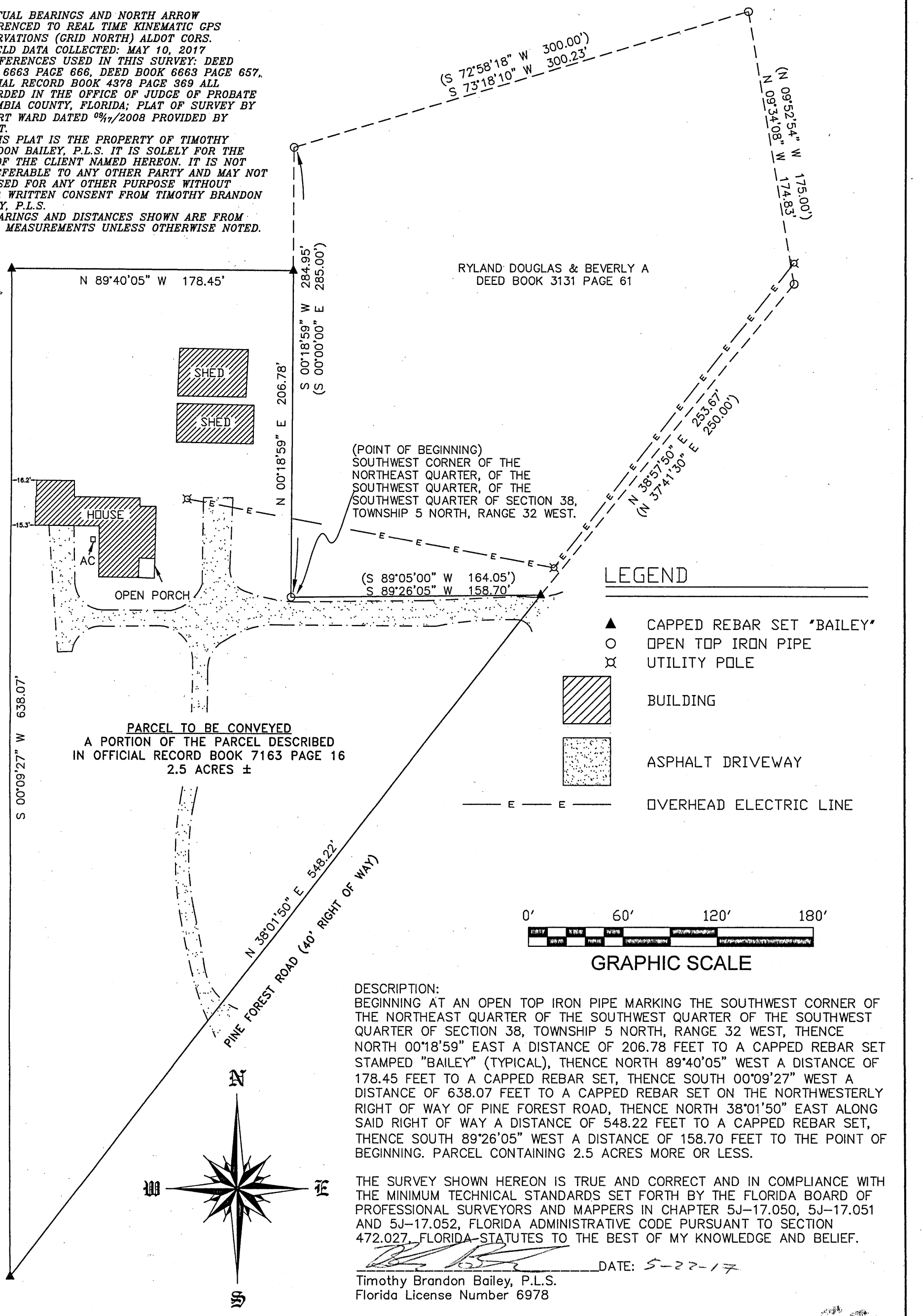
Buyer's Name: Burton Heath Ward

Kathryn Elisabeth H Ward
Buyer's Name: Kathryn Elisabeth H. Ward

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

*NOTES:*

*1. ACTUAL BEARINGS AND NORTH ARROW REFERENCED TO REAL TIME KINEMATIC GPS OBSERVATIONS (GRID NORTH) ALDOT CORS.*
*2. FIELD DATA COLLECTED: MAY 10, 2017*
*3. REFERENCES USED IN THIS SURVEY: DEED BOOK 6663 PAGE 666, DEED BOOK 6663 PAGE 657, OFFICIAL RECORD BOOK 4378 PAGE 369 ALL RECORDED IN THE OFFICE OF JUDGE OF PROBATE ESCAMBIA COUNTY, FLORIDA; PLAT OF SURVEY BY ROBERT WARD DATED 09/17/2008 PROVIDED BY CLIENT.*
*4. THIS PLAT IS THE PROPERTY OF TIMOTHY BRANDON BAILEY, P.L.S. IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREON. IT IS NOT TRANSFERABLE TO ANY OTHER PARTY AND MAY NOT BE USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM TIMOTHY BRANDON BAILEY, P.L.S.*
*5. BEARINGS AND DISTANCES SHOWN ARE FROM FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.*




## LEGEND

- ▲ CAPPED REBAR SET "BAILEY"
- ○ OPEN TOP IRON PIPE
- ⊠ UTILITY POLE
- BUILDING
- ASPHALT DRIVEWAY
- E — E — OVERHEAD ELECTRIC LINE

0′ 60′ 120′ 180′

GRAPHIC SCALE

DESCRIPTION:
BEGINNING AT AN OPEN TOP IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 38, TOWNSHIP 5 NORTH, RANGE 32 WEST, THENCE NORTH 00°18'59" EAST A DISTANCE OF 206.78 FEET TO A CAPPED REBAR SET STAMPED "BAILEY" (TYPICAL), THENCE NORTH 89°40'05" WEST A DISTANCE OF 178.45 FEET TO A CAPPED REBAR SET, THENCE SOUTH 00°09'27" WEST A DISTANCE OF 638.07 FEET TO A CAPPED REBAR SET ON THE NORTHWESTERLY RIGHT OF WAY OF PINE FOREST ROAD, THENCE NORTH 38°01'50" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 548.22 FEET TO A CAPPED REBAR SET, THENCE SOUTH 89°26'05" WEST A DISTANCE OF 158.70 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 2.5 ACRES MORE OR LESS.

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 TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ DATE: 5-22-17
Timothy Brandon Bailey, P.L.S.
Florida License Number 6978

| CLIENT: | TYPE OF SURVEY: | SCALE: | |
|---|---|---|---|
| BRETT WARD | CONVEYANCE | 1" = 60' | PLAT NOT VALID WITHOUT RAISED SEAL AND SIGNATURE |


*Survey Prepared By:*
*Timothy Brandon Bailey, P.L.S.*
*208 Mohawk Street*
*Mobile, Alabama 36606*
*Telephone: 251-564-7295*
*tbbailey@hotmail.com*


FILE NO.: 30-17

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.

**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:** **June 7, 2017**

**RE:** **Transportation & Traffic Operations (TTO) Comments – SSA-2017-03 and Z-2017-07**

TTO Staff has reviewed the Small Scale Map Amendment (SSA)-2017-03 and Rezoning Case (Z)-2017-03, 5700 SR297 (Pine Forest Road), agenda item for the upcoming Planning Board meeting scheduled for July 11, 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 Pine Forest Road within the vicinity of the subject parcel.

Per the Florida-Alabama Transportation Planning Organization (TPO) Congestion Management Process Plan, Pine Forest Road is currently functioning within its allowable capacity for traffic volumes between the segment of SR10A (Mobile Hwy) and I-10. 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 (26,000 trips/day) and is not expected to exceed 29,000 trips/day by Year 2024, which is still within the allowable LOS roadway standard.

The TPO 2040 Long Range Transportation Plan (LRTP) does include a capacity project along Mobile Highway from Nine Mile Road to Godwin Lane, which lies just west of the subject parcel, to widen to 4 lanes. The 2040 LRTP proposes Federal/State dollars to fund the engineering design phase ($10.4M) for this section of Mobile Highway within the 2026-2030 timeframe. However, no right-of-way ($17.3M) or construction ($39.7M) funds are proposed in the LRTP at this time.

Due to the information provided above, TTO Staff does not have any concerns with the proposed SSA and/or the rezoning request; however, TTO's review 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:** 7/10/17

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2017-07

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

_____ In Favor _____ Against

*Name: BRETT WARD

*Address: 4761 Hwy 99-A *City, State, Zip: WALNUT HILL FL 32568

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12543** **Growth Management Report 16. 7.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:49 p.m. - Amendment to the Official Zoning Map
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:49 p.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on July 10, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

## BACKGROUND:

Rezoning case Z-2017-07 was heard by the Planning Board on July 10, 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-2017-07** |
| Address: | 5700 Pine Forest Road |
| Property Reference No.: | 38-5N-33-3301-000-000 |
| Property Size: | 2.50 (+/-) acres portion of the parent parcel |
| From: | Ag, Agriculture district (one du/20 acres) |
| To: | RR, Rural Residential district (one du/four acres) |
| FLU Category: | RC, Rural Community |

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

DRAFT

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-12544** **Growth Management Report 16. 8.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Section 2-5.7, Final Plats
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Section 2-5.7, Final Plats

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 2, Section 2-5.7, Final Plats, to require submission of certain digital files.

## BACKGROUND:

The County reviews and approves commercial and residential subdivisions that are forwarded to the Property Appraiser's office to update the parent parcel. As technology advances this has been a daunting task due to the current file format they receive. A digital file in the most up to date format will allow mapping section staff at the Property Appraiser's office to simply insert the lines and parcel shapes into their parcel layer and assign the attributes to geometric features. Providing a vectorized data file will decrease the time it takes to update the parcel layers.

## 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

---

**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 2, DEVELOPMENT AND COMPLIANCE REVIEW; ARTICLE 5, SUBDIVISION, SECTION 2-5.7, FINAL PLATS; TO REQUIRE SUBMISSION OF CERTAIN DIGITAL FILES; 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,** section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish regulations for development and compliance review specific to final plats in the unincorporated areas of the County pursuant to general law; 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,** requiring certain digital files will streamline the platting process and is necessary for the most basic enjoyment of residential property rights; and

**WHEREAS,** the Board finds that amendments to require submission of digital maps with final plats are necessary to effectively regulate the subdivision process and are beneficial to the public health, safety, and general welfare of the County.

**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 2, Development and Compliance Review, Article 5, Subdivision, Section 2-5.7, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec.2-5.7 Final plats**

**(a) General.** Final plat approval is required to map the proposed subdivision of land in compliance with the platting requirements of Florida Statutes, so that, upon its recording, all land shown on the plat that is a part of the subdivision is identified and may be conveyed by reference to the plat, including the dedication of rights-of-way and easements. The approval of a final plat allows the recording of the plat in the public records when its content and form are consistent with state and county requirements and with any applicable conditions of its approved

preliminary plat and infrastructure construction plan.

**(b) Application for the final plat.** Applicants seeking final plat approval from the Board of County Commissioners shall submit their request to the Office of the Planning Official. Applications shall be submitted within two years of the date that the preliminary plat and construction plans were approved unless an extension is granted as provided in Chapter 2.

**(c) Warranty agreement.** Applicants seeking final plat approval shall warrant that all public subdivision improvements are built in accordance with approved construction plans and free from design, construction, material, and workmanship defects for a period of two years from the date that the final plat is recorded. The applicant shall make the warranty on a form of warranty agreement published by the County.

**(d) Incidental deficiencies.** At the discretion of the County Engineer, final plats may be submitted to the Board of County Commissioners for approval with minor defects to public subdivision improvements that are determined to be incidental deficiencies. Incidental deficiencies are primarily cosmetic in nature and do not undermine the function or stability of the public subdivision improvements. Incidental deficiencies include but are not limited to the following:

**(1)** Cracked curbing or other cracked concrete that is not destroyed or displaced but still functions for the intended use.
**(2)** Minor ponding of water on asphalt, provided base failure is not evident.
**(3)** Minor settling of asphalt areas, provided base failure is not evident.
**(4)** Minor defects in stormwater pipe, provided installation is in accordance with the manufacturers' requirements.
**(5)** Ponds recharging at a slow rate, but still meeting regulatory requirements.
**(6)** Seed or sod that has failed to establish sufficient ground cover for final stabilization and erosion control.

Incomplete installation of street signs and pavement markings shall not be considered incidental deficiencies. If incidental deficiencies exist when the final plat is submitted for approval by the Board of County Commissioners, the applicant shall also include financial security with the executed warranty agreement.

**(e) Acceptable forms of financial security.** Financial security shall be in the form of a cash deposit or irrevocable letter of credit. The cash deposit shall be held in an interest-bearing account with withdrawals conditions upon approval of the County Administrator. Interest on cash deposits shall be retained by the applicant only if the applicant satisfactorily corrects all incidental deficiencies guaranteed by the deposit.

**(f) Amount of financial security**. If financial security is required, the applicant shall provide an estimate from the engineer of record for the cost to remove and replace all public subdivision improvements with incidental deficiencies. The amount of the financial security to be provided by the applicant shall be 150% of the cost estimate or $7,500, whichever is greater.

**(g) Warranty inspection.** The County shall inspect all warranted public subdivision

improvements prior to the expiration of the two year warranty period and provide to the applicant a list of deficiencies noted during the inspection. The applicant shall remain responsible for correcting any deficiencies noted in the inspection even if the corrective action is not completed until after the expiration of the two year warranty period.

**(h) Approval process** Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article.

**(i) Recreational amenities.** For proposed subdivisions that are designed to utilize significant recreational amenities, including but not limited to a golf course, swimming pool, club house or tennis courts, the area designated for those uses shall be included in the final plat.

**(j)** Infrastructure Maintenance Disclosure. For any residential plat submitted to the Board on or after June 1, 2017, the applicant shall provide a complete listing of the infrastructure expected to be constructed within the platted area along with the location of such infrastructure and a disclosure of the person or entity responsible for maintenance and ownership of such infrastructure. The format of this disclosure shall substantially mirror that provided in section 86-166 of the Escambia County Code of Ordinances.

**(k)** **Digital Files.** With the submittal of the final plat mylar for BCC approval, a digital file of the plat in a DWG or DXF format shall be provided to the County in the following datum and projection:

**(1)** Datum: NAD83 (2011) or most current realization as defined and maintained by the National Geodetic Survey (NGS)

**(2)** Projection Zone: Florida North (State Plane – US Survey Foot Definition)

**(3)** Projection Type: Lambert Conformal Conic

**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 (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 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**
**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 2, DEVELOPMENT AND COMPLIANCE REVIEW; ARTICLE 5, SUBDIVISION, SECTION 2-5.7, FINAL PLATS; TO REQUIRE SUBMISSION OF CERTAIN DIGITAL FILES; 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,** section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish regulations for development and compliance review specific to final plats in the unincorporated areas of the County pursuant to general law; 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,** requiring certain digital files will streamline the platting process and is necessary for the most basic enjoyment of residential property rights; and

**WHEREAS,** the Board finds that amendments to require submission of digital maps with final plats are necessary to effectively regulate the subdivision process and are beneficial to the public health, safety, and general welfare of the County.

**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 2, Development and Compliance Review, Article 5, Subdivision, Section 2-5.7, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

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**(b) Application for the final plat.** Applicants seeking final plat approval from the Board of County Commissioners shall submit their request to the Office of the Planning Official. Applications shall be submitted within two years of the date that the preliminary plat and construction plans were approved unless an extension is granted as provided in Chapter 2.

**(c) Warranty agreement.** Applicants seeking final plat approval shall warrant that all public subdivision improvements are built in accordance with approved construction plans and free from design, construction, material, and workmanship defects for a period of two years from the date that the final plat is recorded. The applicant shall make the warranty on a form of warranty agreement published by the County.

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**(3)** Minor settling of asphalt areas, provided base failure is not evident.
**(4)** Minor defects in stormwater pipe, provided installation is in accordance with the manufacturers' requirements.
**(5)** Ponds recharging at a slow rate, but still meeting regulatory requirements.
**(6)** Seed or sod that has failed to establish sufficient ground cover for final stabilization and erosion control.

Incomplete installation of street signs and pavement markings shall not be considered incidental deficiencies. If incidental deficiencies exist when the final plat is submitted for approval by the Board of County Commissioners, the applicant shall also include financial security with the executed warranty agreement.

**(e) Acceptable forms of financial security.** Financial security shall be in the form of a cash deposit or irrevocable letter of credit. The cash deposit shall be held in an interest-bearing account with withdrawals conditions upon approval of the County Administrator. Interest on cash deposits shall be retained by the applicant only if the applicant satisfactorily corrects all incidental deficiencies guaranteed by the deposit.

**(f) Amount of financial security**. If financial security is required, the applicant shall provide an estimate from the engineer of record for the cost to remove and replace all public subdivision improvements with incidental deficiencies. The amount of the financial security to be provided by the applicant shall be 150% of the cost estimate or $7,500, whichever is greater.

**(g) Warranty inspection.** The County shall inspect all warranted public subdivision improvements prior to the expiration of the two year warranty period and provide to the applicant a list of deficiencies noted during the inspection. The applicant

shall remain responsible for correcting any deficiencies noted in the inspection even if the corrective action is not completed until after the expiration of the two year warranty period.

**(h) Approval process** Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article.

**(i) Recreational amenities.** For proposed subdivisions that are designed to utilize significant recreational amenities, including but not limited to a golf course, swimming pool, club house or tennis courts, the area designated for those uses shall be included in the final plat.

**(j)** Infrastructure Maintenance Disclosure. For any residential plat submitted to the Board on or after June 1, 2017, the applicant shall provide a complete listing of the infrastructure expected to be constructed within the platted area along with the location of such infrastructure and a disclosure of the person or entity responsible for maintenance and ownership of such infrastructure. The format of this disclosure shall substantially mirror that provided in section 86-166 of the Escambia County Code of Ordinances.

**(k) Digital Files.** With the submittal of the final plat mylar for BCC approval, a digital file of the plat in a DWG or DXF format shall be provided to the County in the following datum and projection:

**(1)** Datum: NAD83 (2011) or most current realization as defined and maintained by the National Geodetic Survey (NGS)

**(2)** Projection Zone: Florida North (State Plane – US Survey Foot Definition)

**(3)** Projection Type: Lambert Conformal Conic

**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 (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 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**
**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-9520** **Growth Management Report 16. 9.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:51 p.m. - A Public Hearing Concerning the Issuance of an Operational Permit for Resource Extraction - Expansion of an Existing Borrow Pit
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:51 p.m. - A Public Hearing Concerning the Issuance of an Operational Permit for Resource Extraction for Expansion of an Existing and Active Borrow Pit known as Brickton Borrow Pit

That the Board take the following action in regards to the "Operational Permit" for Resource Extraction for an expansion of an existing and active resource extraction facility borrow pit, located at 8800 N. Highway 29, Parcels 22-3N-31-3301-000-000; 22-3N-31-3302-000-000; and 22-3N-31-3400-000-000:

A. Review and approve, modify, or deny the issuance of an Operational Permit for Resource Extraction for an expansion of existing and active borrow pit;

and

B. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for an expansion of Brickton Borrow Pit, located at 8800 N. Highway 29.

## BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (by Ordinance Number 2015-5) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years); (incorporate the grandfathering provisions provided in the Errata Sheet and) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

**Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and**

**permits.**, of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

**Article VIII.- Borrow Pits and Reclamation, Section 42-324, Scope and compliance.**, of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

On May 21, 2015, the BCC voted unanimously approving and authorizing the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Brickton Borrow Pit. As an existing borrow pit operation for resource extraction of extraction, a Development Order #PSP170100010 was issued for expansion of its borrow pit resource extraction operation to include an additional 36.83 acres (+/-) (total site area approximately 70+/- acres) on July 5. 2017. Furthermore, the approval of the Development Order is contingent upon the authorization from the BCC for the operational resource extraction permit to be issued.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Development Services Department will issue a Development Order for expansion of the existing resource extraction only for Brickton Borrow Pit.

---

**Attachments**

Operational Permit Approved on May 21, 2015

Zoning and FLU Map

Site Plan

Reclamation and Dust Control Plan
Development Order with Exhibits
Operational Permit

**Operational Permit: Existing Resource Extraction Facility**
**Borrow Pit**

**Project**: Brickton Borrow Pit
**Location**: 8800 N. Hwy 29
**Flood Zone: X**
**Property Reference #**: 22-3N-31-3301-000-000
22-3N-31-3302-000-000 & 22-3N-31-3400-000-000

**Future Land Use**: RC
**Zoning District**: AGR

**STANDARD PROJECT CONDITIONS**

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions or approval stated in Site Plan Development Order and Resource Extraction Permit #120200016.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C&DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the 26 day of May, 2015, and the effective date is May 21, 2015. The expiration date of this permit is May 21, 2020.

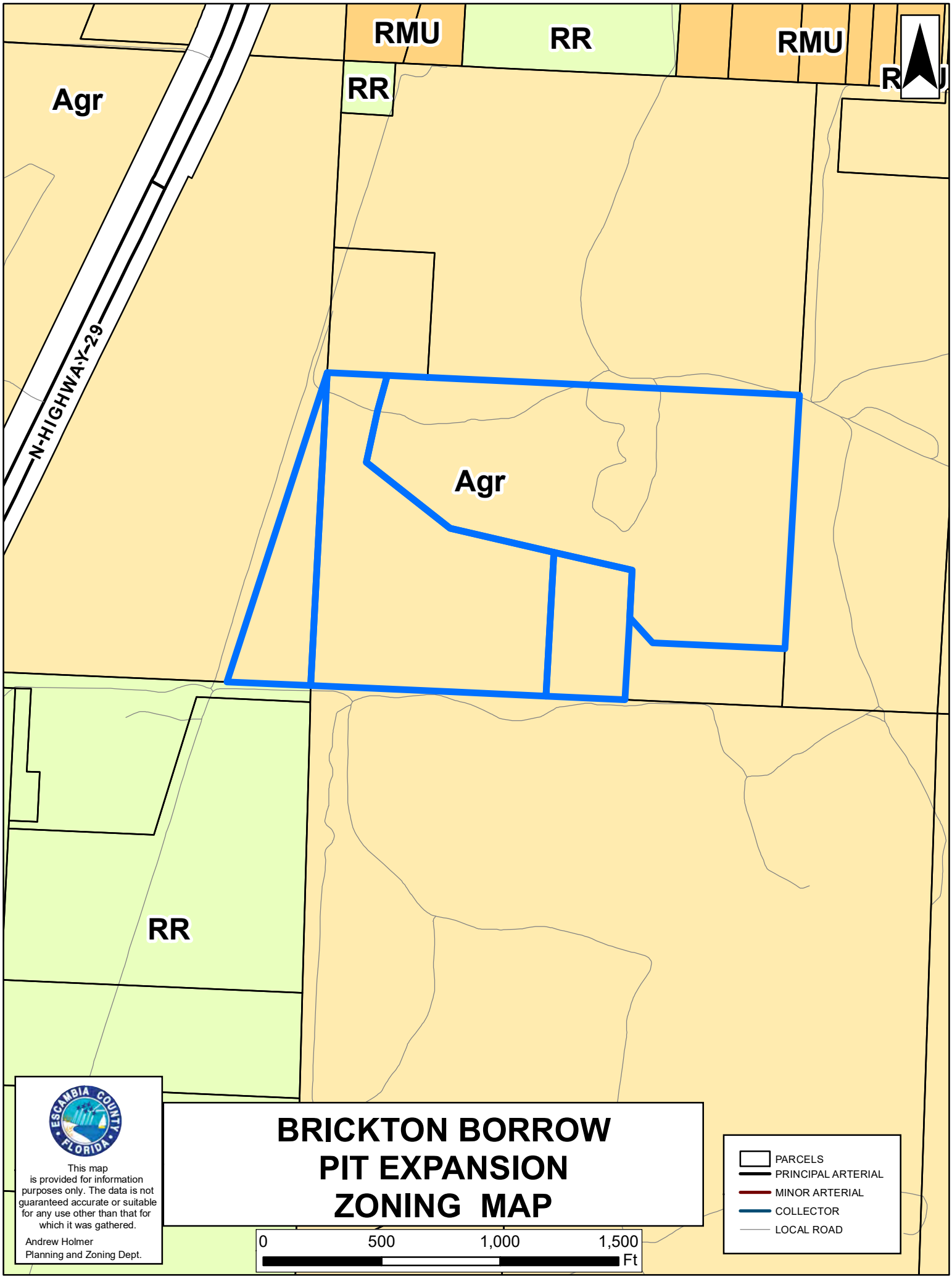
H. Jones
County Staff Designee (*Please Print*)

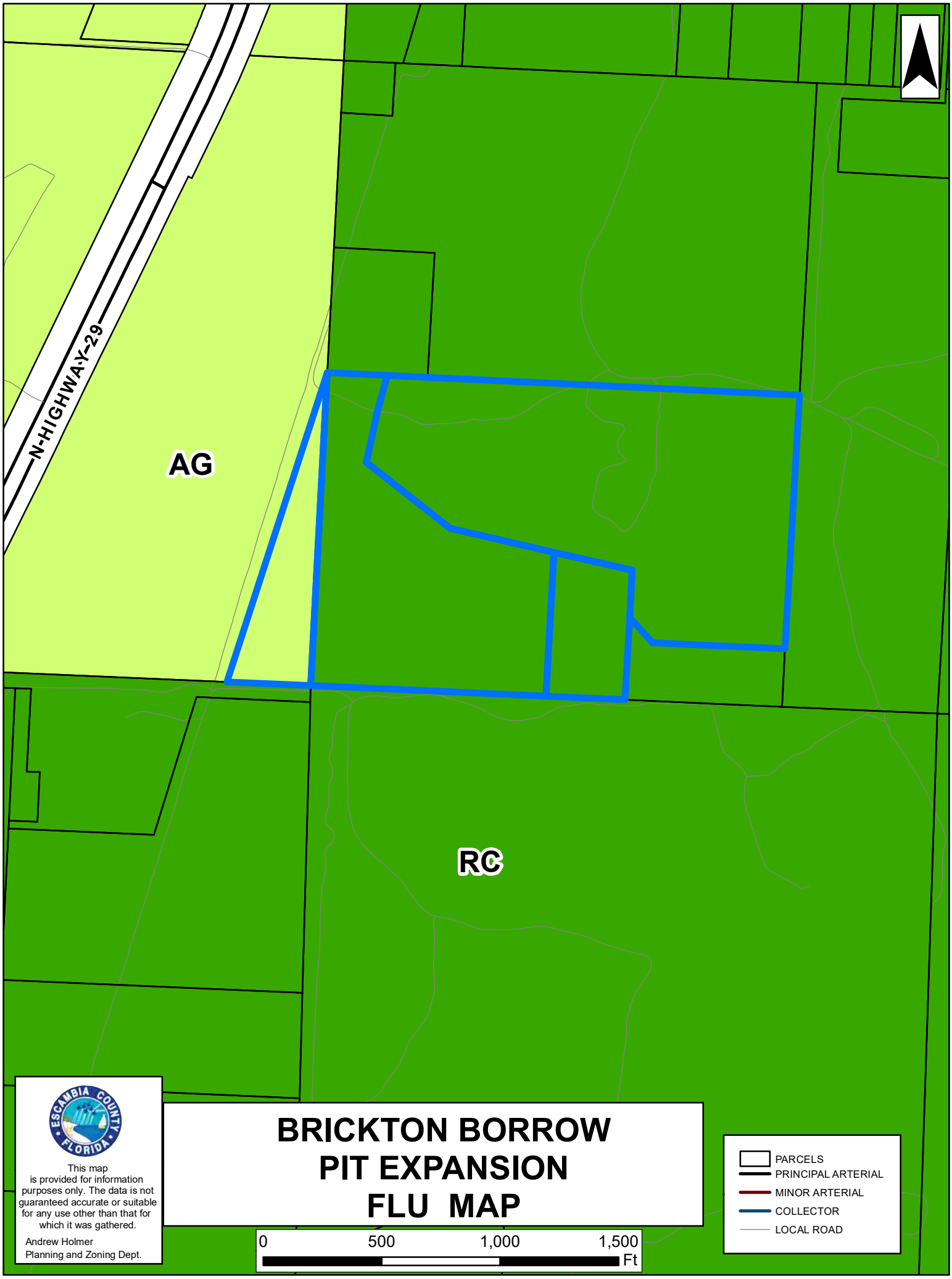
Horace Jones
Signature

I acknowledge receipt of this permit on the 20TH day of MAY, 2015.

C.R. CAMPBELL
Property Owner (*Please Print*)

C R Campbell
Signature


RMU
RR
RMU
RR
Agr
N-HIGHWAY-29
Agr
RR
BRICKTON BORROW
PIT EXPANSION
ZONING MAP
0
500
1,000
1,500
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.


N-HIGHWAY-29
AG
RC
BRICKTON BORROW
PIT EXPANSION
FLU MAP
0
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

# BRICKTON BORROW PIT 2017 EXPANSION

## SECTIONS 21 & 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

### SITE NOTES:

1. CONTROL OF SEDIMENTATION AND EROSION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
2. ALL DISTURBED AREAS ARE TO BE STABILIZED IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL SEDIMENTATION & EROSION CONTROL REQUIREMENTS.
3. THE CONTRACTOR SHALL CLEAN OUT ALL ACCUMULATED SILTS AND CLAYS FROM THE STORMWATER AREA AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED.
4. SEDIMENTATION AND EROSION CONTROL STRUCTURES ARE TO BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY.
5. ALL STORMWATER RUNOFF SHALL BE CONTROLLED DURING ALL PHASES OF DEVELOPMENT.
6. CONSTRUCTION STAKING SHALL BE DONE ONE TIME BY THE ENGINEER. THE CONTRACTOR WILL BE RESPONSIBLE FOR RESTAKING.
7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE, EXISTING OR CREATED, AFTER CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND, OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
9. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (850)595-3472. AS BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
10. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W 1 800 432-4770.
11. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND THE ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.
12. A FDEP STORMWATER PERMIT APPLICATION WILL BE SUBMITTED FOR THIS PROJECT.
13. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND STRUCTURES. ADDITIONAL BURIED UTILITIES /STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE SURVEY TO LOCATE BURIED UTILITIES /STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE FOLLOWING OFFICES SHOULD BE CONTACTED FOR VERIFIATION OF UTILITY TYPE AND FOR FIELD LOCATIONS: TELEPHONE, ELECTRIC, CABLE TV, WATER SYSTEM, & GAS:
14. DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN OFF BY THE COUNTY.
15. THERE ARE NO HERITAGE OR CHAMPION TREES ON THIS SITE.
16. THE ANGLE OF REPOSE FOR BORROW PIT/MINING SLOPES SHALL BE NO GREATER THAN 2:1, UNLESS A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA OR A PROFESSIONAL GEOLOGIST CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING. SIDE SLOPES STEEPER THAN 2:1 SHALL REQUIRE A MINIMUM EXCAVATION SETBACK OF 100 FEET FROM THE PROPERTY BOUNDARY.

### DEVELOPMENT NOTES:

1. THIS PROCECT INVOLVES THE PROPOSED EXPANSION OF THE EXISTING BRICKTON BORROW PIT AND ALL EXISTING OPERATIONAL PROEDEURES WILL REMAIN IN PLACE.
2. THERE ARE NO HABITAL STRUCTURES PROPOSED.
3. THERE ARE NO PAVED PARKING AREAS, SIDEWALKS, OR OTHER IMPERVIOUS SURFACES PROPOSED.
4. ALL STORMWATER DRAINING TO THE SITE WILL BE CONTAINED ON-SITE WITH NO DISCHARGE ONTO ADJACENT PROPERTY.
5. SITE IS NOT VISIBLE FROM ANY NEIGHBORING RESIDENCE.
6. THE STRANGE CONFIGURATION OF THE SITE BOUNDARY WAS CREATED SO AS TO PROVIDE A NATURAL VEGITATED BUFFER BETWEEN THE PIT OPERATIONS AND ANY NEARBY WETLANDS, THUS MAINTAINING THE DOWNSTREAM WATER QUALITY, HYDROPERIOD, AND HABITAT. ALL STORMWATER WITHIN THE PIT WILL BE RETAINED AND PERCED INTO THE LOWER SOILS. THE MINIMUM BUFFER WIDTH IS 35 FEET.
7. THE MASTER DEVELOPMENT PLAN IS AS INDICATED ON THE PLANS AND APPLICATION. THERE ARE NO PHASES INTHIS PROJECT. THE EXCAVATION AND RECLAMATION WILL PROGRESS AS SOIL VEINS AND CONSUMER DEMAND DICTATES. THE TOPSOIL WILL BE STOCKPILED FOR USE IN RECLAMATION AND THE NON-MARKETABLE SAND WILL BE MIXED WITH THE RICH CLAY TO BE SOLD FOR BUILDING FOUNDATIONS AND ROAD BASE. THE EXCAVATION WILL FOLLOW THE RICH CLAY VEINS AND IT IS POSSIBLE THAT SOME PORTIONS OF THE PERMITTED AREA MAY NEVER BE EXCAVATED DEPENDANT UPON THE SOIL VALUE. ESCAMBIA COUNTY REQUIRES THAT RECLAMATION SHALL COMMENCE WHEN FIVE ACRES HAVE BEEN DISTURBED AND SHALL PROGRESS WITH THE MINING OPERATION.

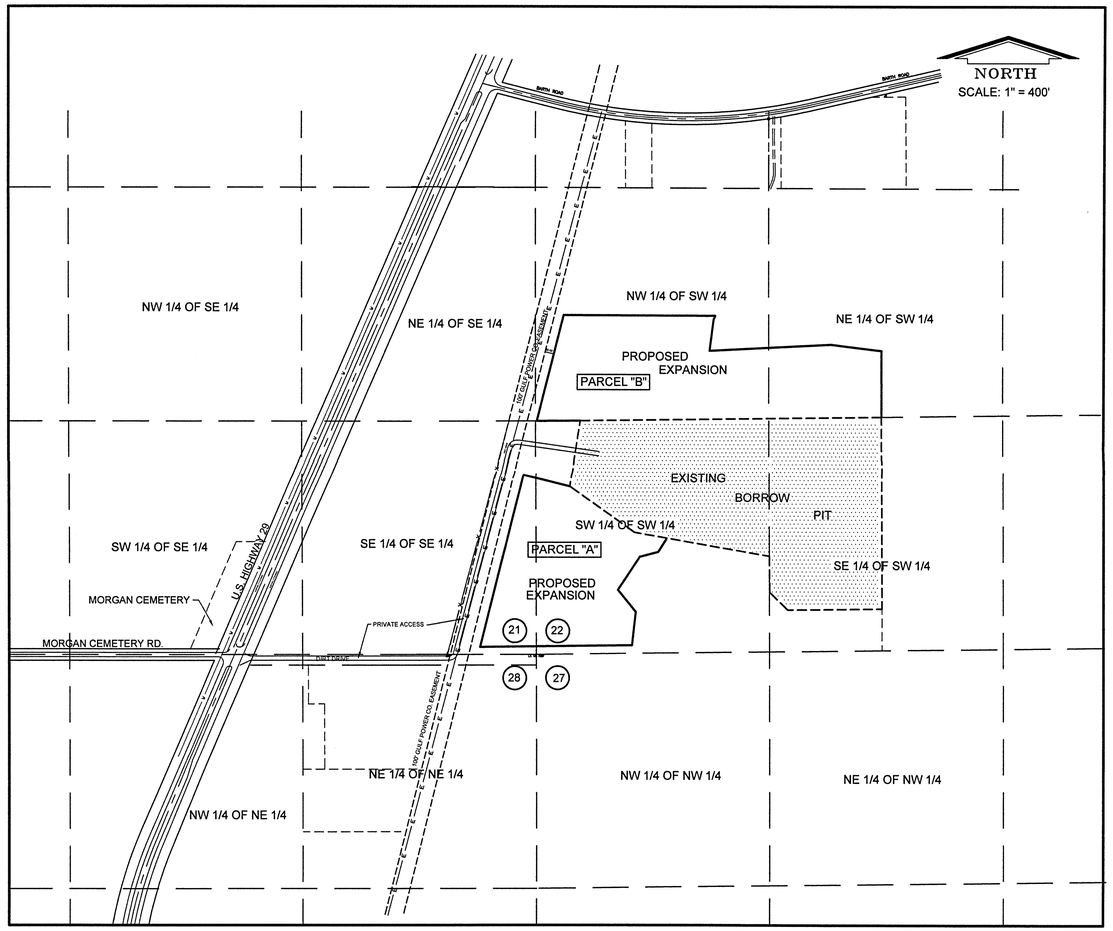
### PARKING TABLE

| | EXISTING | REMOVE | PROPOSED | NET |
|---|---|---|---|---|
| REGULAR SPACES | 0 | 0 | 0 | 0 |
| HANDICAP SPACES | 0 | 0 | 0 | 0 |

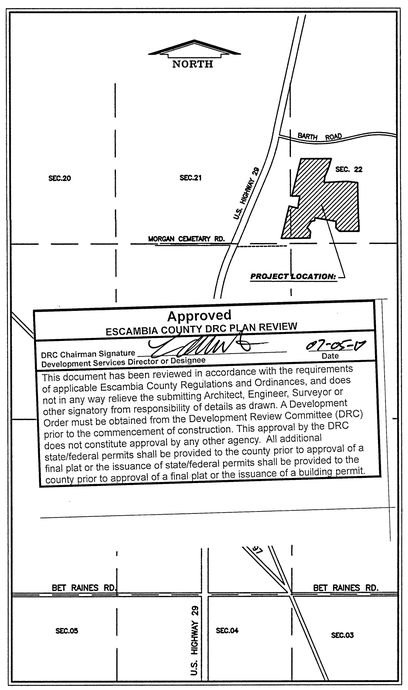
### SITE AREA TABLE

TOTAL AREA - 69.87 AC. = 3,043,537 SF
PREVIOUSLY PERMITTED - 33.04 AC. THIS APPLICATION - 36.83 AC.
PERVIOUS & IMPERVIOUS AREAS

| | EXISTING | REMOVE | PROPOSED | NET |
|---|---|---|---|---|
| PAVED AREAS | 0 SF | 0 SF | 0 SF | 0 SF |
| BUILDINGS | 0 SF | 0 SF | 0 SF | 0 SF |
| WALKS | 0 SF | 0 SF | 0 SF | 0 SF |
| LANDSCAPE | 1,439,222 SF | 0 SF | 1,604,315 SF | 3,043,537 SF |
| LANDSCAPE PERCENTAGE | 100% | | 100% | 100% |




VICINITY MAP




VICINITY MAP:

### APPLICANT:

SAND & DIRT, INC.
C.R. CAMPBELL, SR., PRESIDENT
P.O. BOX 849
GONZALEZ, FLORIDA 32560
tel: (850)968-1515

### PROPERTY OWNERS:

C.R. CAMPBELL AND SAND & DIRT, INC.
P.O. BOX 849
GONZALEZ, FLORIDA 32560
tel: (850)968-1515

### SITE DATA

| | |
|---|---|
| PROPERTY REFERENCE NO. | 223N313301000000, 223N313202000002, |
| PROPERTY AREA | PROPOSED ADDITION - 36.83 AC. |
| PROPERTY ADDRESS | 8800 HIGHWAY 29 NORTH, MOLINO, FL 32577 |
| COUNTY ZONING | AGR |
| FUTURE LAND USE | RURAL COMMUNITIES - (FORMERLY AA - 13) |
| PROPOSED ACTIVITY | BORROW PIT EXPANSION |
| REQUIRED BUILDING SETBACKS | FRONT YARD - 40 ', SIDE YARD - 15', REAR YARD - 40' |

### AREA UTILITY COMPANIES

**POTABLE WATER SERVICE**
MOLINO UTILITIES
1640 MOLINO RD.
MOLINO, FL
PHONE: (850) 587-5538

**SANITARY SEWER SERVICE**
ONSITE SEPTIC TANK IF NEEDED
PORTABLE UNIT W/ SERVICE

**SANITATION**
ECUA
9255 STURDEVANT ST.
PENSACOLA, FL 32514
PHONE: (850) 476-5110

**ELECTRICAL SERVICE**
GULF POWER COMPANY
1 ENERGY PLACE
PENSACOLA, FL 32520
PHONE: (800) 225-5797

**TELEPHONE SERVICE**
FRONTIER
201 PENSACOLA AVE.
ATMORE, AL 36502
PHONE: (850) 587-2110

### HOURS OF OPERATION

MONDAY THROUGH FRIDAY - 6:00 AM TO 6;00 PM
SATURDAY - 6:00 AM TO 3:00 PM
SUNDAY - NO OPERATION EXCEPT ON-SITE PREPERATION ACTIVITY

HOURS OF OPERATION ARE TO BE POSTED ON PIT ENTRANCE SIGN.

### SOUND LEVEL LIMITS

| OCCUPANCY | TIME | SOUND LEVEL LIMIT dB |
|---|---|---|
| COMMERCIAL | 7:00 AM - 10:00 PM | 75 |
| MANUFACTURING ID-P | AT ALL TIMES | 60 |
| ID-1 or ID-2 | 6:00 AM - 10:00 PM | 95 |
| | 10:00 PM - 6:00 AM | 85 |

### FIRE SAFETY NOTES:

1. ENTRANCE ROAD TO PIT IS OPEN AND ACTIVE DURING OPERATING HOURS. ROAD IS USED BY LOADED DUMP TRUCKS, DOZERS, TRACK HOES AND FRONT END LOADERS. ROAD WILL SUPPORT FIRE ENGINES.
2. AN EXISTING FIRE HYDRANT IS LOCATED AT THE INTERSECTION OF HIGHWAY 29 AND MORGAN CEMETERY ROAD.
3. THERE ARE NO STRUCTURES EXISTING OR PROPOSED AT THIS SITE. A WASH STAND WILL BE INSTALLED TO RECEIVE DREDGED WATER AND MATERIAL TO SCREEN THE DEBRIS FROM THE SAND.
4. LCD MATERIAL WILL BE DEPOSITED INTO CELLS AFTER PROPER DRYING. THESE DEPOSITED MATERIALS WILL BE USED ALONG THE PERIMETER IN THE RECLAMATION PROCESS.

### FLOOD NOTE:

THE SUBJECT PROPETY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", (MINIMAL RISK AREASOUTSIDE THE 1-PERCENT AND 2-PERCENT-ANNUAL-CHANCE FLOODPLAINS. NO "BFEs" OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0165G, MAP DATED SEPTEMBER 29, 2006.

### INDEX OF DRAWINGS


| NO. | TITLE |
|---|---|
| 1 | COVER SHEET |
| 2 | BOUNDARY & TOPO SURVEY |
| 3 | MASTER SITE PLAN |
| 4 | RECLAMATION-LANDSCAPING PLAN |
| 5 | DETAILS |


FINAL COMPARISON

DRAWN BY: BW
DATE: 12/28/2016
SCALE: ___
FLD. BK: N/A
JOB NO. 090915A-2017

REVISIONS


Robert Ward PE
9909 N. COVE AVE.
PENSACOLA, FLORIDA 32534
tel: 850-698.0143
email: wardr41@yahoo.com
R. WARD PE#17685


BRICKTON BORROW PIT 2017 EXPANSION - COVER SHEET
SECTIONS 21&22, TOWNSHIP 3 NORTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FOR: SAND & DIRT, INC.

# BOUNDARY & TOPOGRAPHIC SURVEY OF A PORTION OF SECTIONS 21 & 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

## DESCRIPTION: PARCEL "A"

A PARCEL OF PROPERTY LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22; THENCE NORTH 00°25'18 WEST ALONG THE WEST LINE OF SECTION 22 FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'47" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 21 FOR 333.72 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY LINE OF A 100.00 FOOT WIDE GULF POWER COMPANY EASEMENT; THENCE NORTH 14°18'33" EAST ALONG SAID PARALLEL LINE FOR 999.91 FEET; THENCE DEPARTING SAID PARALLEL LINE GO SOUTH 75°50'11" EAST FOR 268.30 FEET TO THE WESTERNMOST CORNER OF THE SAND & DIRT, INC. PROPERTY AS RECORDED IN OFFICIAL RECORD 6934, PAGE 1609, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE SOUTH 54°40'24" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY FOR 449.67 FEET; THENCE SOUTH 80°03'27" EAST ALONG SAID BOUNDARY FOR 151.44 FEET; THENCE DEPARTING THE BOUNDARY OF THE SAND & DIRT, INC. PROPERTY GO SOUTH 09°56'33" WEST FOR 86.47 FEET; THENCE SOUTH 75°26'54" WEST FOR 106.93 FEET; THENCE SOUTH 33°57'16" WEST FOR 224.74 FEET; THENCE SOUTH 39°15'48" EAST FOR 160.85 FEET; THENCE SOUTH 06°25'39" WEST FOR 256.57 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 22; THENCE SOUTH 89°18'20" WEST ALONG SAID PARALLEL LINE FOR 525.30 FEET TO THE POINT OF BEGINNING.

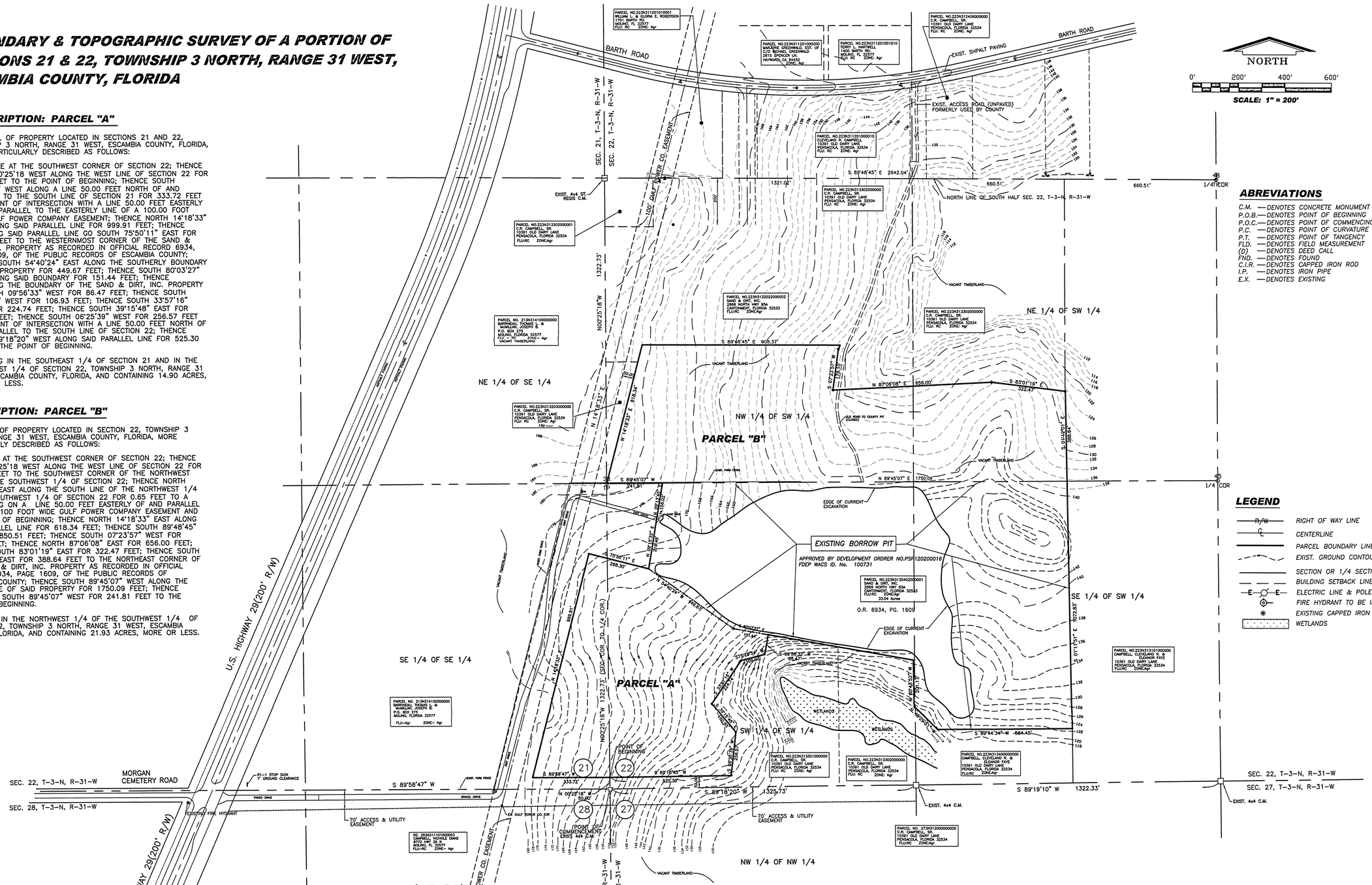
ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 21 AND IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 14.90 ACRES, MORE OR LESS.

## DESCRIPTION: PARCEL "B"

A PARCEL OF PROPERTY LOCATED IN SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22; THENCE NORTH 00°25'18 WEST ALONG THE WEST LINE OF SECTION 22 FOR 1322.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22; THENCE NORTH 89°45'07" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 FOR 0.65 FEET TO A POINT LYING ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL TO THE A 100 FOOT WIDE GULF POWER COMPANY EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 14°18'33" EAST ALONG SAID PARALLEL LINE FOR 618.34 FEET; THENCE SOUTH 89°48'45" EAST FOR 850.51 FEET; THENCE SOUTH 07°23'57" WEST FOR 196.31 FEET; THENCE NORTH 87°06'08" EAST FOR 656.00 FEET; THENCE SOUTH 83°01'19" EAST FOR 322.47 FEET; THENCE SOUTH 01°12'01" EAST FOR 388.64 FEET TO THE NORTHEAST CORNER OF THE SAND & DIRT, INC. PROPERTY AS RECORDED IN OFFICIAL RECORD 6934, PAGE 1609, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE SOUTH 89°45'07" WEST ALONG THE NORTH LINE OF SAID PROPERTY FOR 1750.09 FEET; THENCE CONTUNUE SOUTH 89°45'07" WEST FOR 241.81 FEET TO THE POINT OF BEGINNING.

ALL LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 21.93 ACRES, MORE OR LESS.




## ABREVIATIONS

C.M. —DENOTES CONCRETE MONUMENT
P.O.B.—DENOTES POINT OF BEGINNING
P.O.C.—DENOTES POINT OF COMMENCING
P.C. —DENOTES POINT OF CURVATURE
P.T. —DENOTES POINT OF TANGENCY
FLD. —DENOTES FIELD MEASUREMENT
(D) —DENOTES DEED CALL
FND. —DENOTES FOUND
C.I.R. —DENOTES CAPPED IRON ROD
I.P. —DENOTES IRON PIPE
E.X. —DENOTES EXISTING

## LEGEND

R/W — RIGHT OF WAY LINE
℄ — CENTERLINE
PARCEL BOUNDARY LINE
EXIST. GROUND CONTOUR LINE
SECTION OR 1/4 SECTION LINE
BUILDING SETBACK LINE
-E-O-E- ELECTRIC LINE & POLE
FIRE HYDRANT TO BE INSTALLED
EXISTING CAPPED IRON ROD
WETLANDS

## SURVEY NOTES

1. I, W.R. WARD, HAVE MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR ANY UNDERGROUND IMPROVMENTS THAT MIGHT EXIST. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON.
2. MEASUREMENTS ARE MADE TO U.S. STANDARDS.
3. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
4. THE ACCURACY OF MEASUREMENTS PERFORMED MEETS THE RELATIVE ERROR OF CLOSURE PERMISSIBLE IN A SUBURBAN LAND AREA.
5. NOTICE; THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. BEARING REFERENCE; EAST R/W LINE OF COUNTY HWY. 95-A AS S 01°19'57" W
7. INFORMATION SOURCE; PUBLIC RECORDE, OWNERS DEED, AND PREVIOUS SURVEYS BY ME.
8. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
9. CLIENT IS ADVISED TO SEEK LEGAL COUNSEL BEFORE CONSTRUCTING OR MOVING FENCES OR OTHER BOUNDARY LINE STRUCTURES.

## SURVEY CERTIFICATE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA PROFESSIONAL ENGINEER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE REQUIREMENTS OF THE STATE OF FLORIDA AS ESTABLISHED IN CHAPTER 471, FLORIDA STATUTES, AND AFFIRMED BY THE DISTRICT COURT OF APPEAL OF FLORIDA, FIRST DISTRICT (No. AY-273), DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL ENGINEERS vs FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS,etc. SEPT. 4, 1985. REHEARING DENIED OCT. 10, 1985

W.R. WARD PE 17695 ENGINEER FOR SAND & DIRT, INC.

FINAL COMPARISON

DRAWN BY: R.W.
DATE: 9/07/2016
SCALE: 1" = 50'
FLD. BOOK: YSF
PROJECT NO. 160901


Robert Ward PE
872 W. 9 1/2 MILE ROAD
PENSACOLA, FLORIDA 32534
email: wardr41@yahoo.com
TEL: (850) 698-0143


**BRICKTON BORROW PIT EXPANSION 2017 TOPOGRAPHIC SURVEY IN SECTIONS 21 & 22, TOWNSHIP-3-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA**
FOR: SAND & DIRT, INC.

## DESCRIPTION: PARCEL "A"

A PARCEL OF PROPERTY LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22; THENCE NORTH 00°25'18 WEST ALONG THE WEST LINE OF SECTION 22 FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'47" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 21 FOR 333.72 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY LINE OF A 100.00 FOOT WIDE GULF POWER COMPANY EASEMENT; THENCE NORTH 14°18'33" EAST ALONG SAID PARALLEL LINE FOR 999.91 FEET; THENCE DEPARTING SAID PARALLEL LINE GO SOUTH 75°50'11" EAST FOR 268.30 FEET TO THE WESTERNMOST CORNER OF THE SAND & DIRT, INC. PROPERTY AS RECORDED IN OFFICIAL RECORD 6934, PAGE 1609, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE SOUTH 54°40'24" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY FOR 449.67 FEET; THENCE SOUTH 80°03'27" EAST ALONG SAID BOUNDARY FOR 151.44 FEET; THENCE DEPARTING THE BOUNDARY OF THE SAND & DIRT, INC. PROPERTY GO SOUTH 09°56'33" WEST FOR 86.47 FEET; THENCE SOUTH 75°26'54" WEST FOR 106.93 FEET; THENCE SOUTH 33°57'16" WEST FOR 224.74 FEET; THENCE SOUTH 39°15'48" EAST FOR 160.85 FEET; THENCE SOUTH 06°25'39" WEST FOR 256.57 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 22; THENCE SOUTH 89°18'20" WEST ALONG SAID PARALLEL LINE FOR 525.30 FEET TO THE POINT OF BEGINNING.

ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 21 AND IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 14.90 ACRES, MORE OR LESS.

## DESCRIPTION: PARCEL "B"

A PARCEL OF PROPERTY LOCATED IN SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

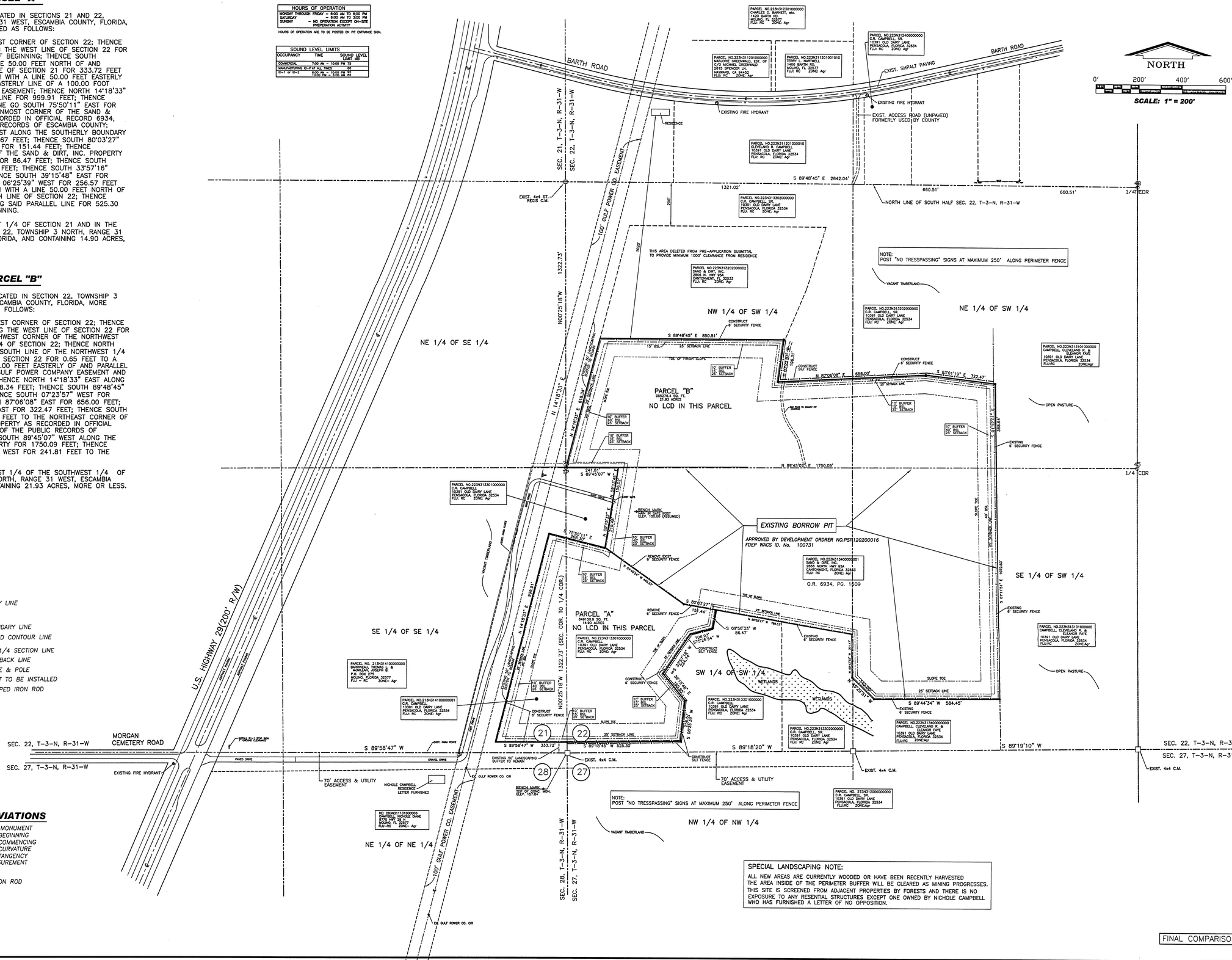
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22; THENCE NORTH 00°25'18 WEST ALONG THE WEST LINE OF SECTION 22 FOR 1322.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22; THENCE NORTH 89°45'07" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 FOR 0.65 FEET TO A POINT LYING ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL TO THE A 100 FOOT WIDE GULF POWER COMPANY EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 14°18'33" EAST ALONG SAID PARALLEL LINE FOR 618.34 FEET; THENCE SOUTH 89°48'45" EAST FOR 850.51 FEET; THENCE SOUTH 07°23'57" WEST FOR 196.31 FEET; THENCE NORTH 87°06'08" EAST FOR 656.00 FEET; THENCE SOUTH 83°01'19" EAST FOR 322.47 FEET; THENCE SOUTH 01°12'01" EAST FOR 388.64 FEET TO THE NORTHEAST CORNER OF THE SAND & DIRT, INC. PROPERTY AS RECORDED IN OFFICIAL RECORD 6934, PAGE 1609, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE SOUTH 89°45'07" WEST ALONG THE NORTH LINE OF SAID PROPERTY FOR 1750.09 FEET; THENCE CONTUNUE SOUTH 89°45'07" WEST FOR 241.81 FEET TO THE POINT OF BEGINNING.

ALL LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 21.93 ACRES, MORE OR LESS.

| HOURS OF OPERATION |
|---|
| MONDAY THROUGH FRIDAY – 8:00 AM TO 6:00 PM |
| SATURDAY – 8:00 AM TO 3:00 PM |
| SUNDAY – NO OPERATION EXCEPT ON–SITE PREPERATION ACTIVITY |

HOURS OF OPERATION ARE TO BE POSTED ON PIT ENTRANCE SIGN.

| SOUND LEVEL LIMITS | | |
|---|---|---|
| OCCUPANCY | TIME | SOUND LEVEL LIMIT dB |
| COMMERCIAL | 7:00 AM – 10:00 PM | 75 |
| MANUFACTURING ID–P AT ALL TIMES | | 80 |
| ID–1 or ID–2 | 10:00 PM – 7:00 AM | 75 |
| | 7:00 AM – 8:00 AM | 85 |




## LEGEND

- R/W — RIGHT OF WAY LINE
- ℄ — CENTERLINE
- PARCEL BOUNDARY LINE
- EXIST. GROUND CONTOUR LINE
- SECTION OR 1/4 SECTION LINE
- BUILDING SETBACK LINE
- E E ELECTRIC LINE & POLE
- FIRE HYDRANT TO BE INSTALLED
- EXISTING CAPPED IRON ROD

## STANDARD ABREVIATIONS

C.M. —DENOTES CONCRETE MONUMENT
P.O.B.—DENOTES POINT OF BEGINNING
P.O.C.—DENOTES POINT OF COMMENCING
P.C. —DENOTES POINT OF CURVATURE
P.T. —DENOTES POINT OF TANGENCY
FLD. —DENOTES FIELD MEASUREMENT
(D) —DENOTES DEED CALL
FND. —DENOTES FOUND
C.I.R. —DENOTES CAPPED IRON ROD
I.P. —DENOTES IRON PIPE
E.X. —DENOTES EXISTING


Robert Ward PE 13645
872 W. 9 1/2 MILE ROAD
PENSACOLA, FLORIDA 32534
email: ward41@yahoo.com
TEL: (850) 698–0143

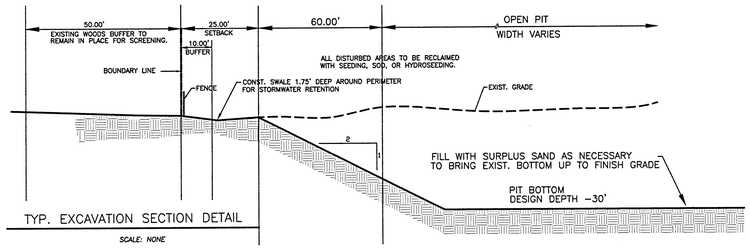

DRAWN BY: R.W.
DATE: 9/07/2016
SCALE: 1" = 50'
FLD. BOOK: YSF
PROJECT NO. 160901

# BRICKTON BORROW PIT EXPANSION MASTER SITE PLAN IN SECTIONS 21 & 22, TOWNSHIP-3-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

FOR: SAND & DIRT, INC.

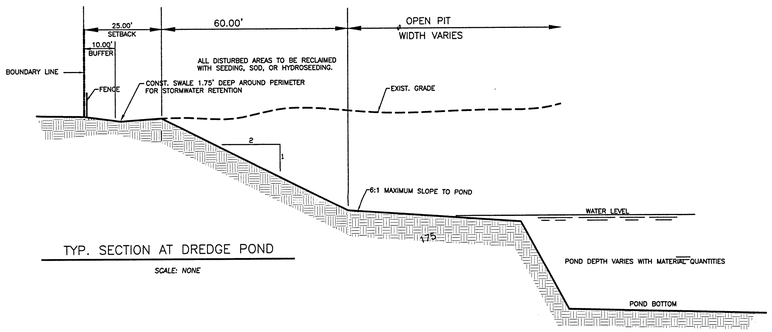
FINAL COMPARISON

SHEET NO. 3 OF 5



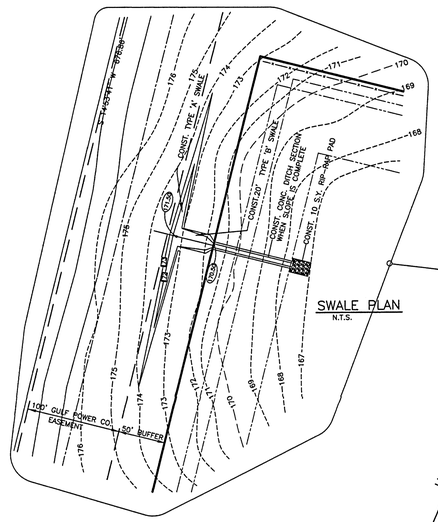

TYP. EXCAVATION SECTION DETAIL

SCALE: NONE



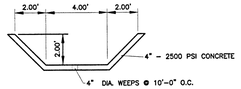

TYP. SECTION AT DREDGE POND

SCALE: NONE



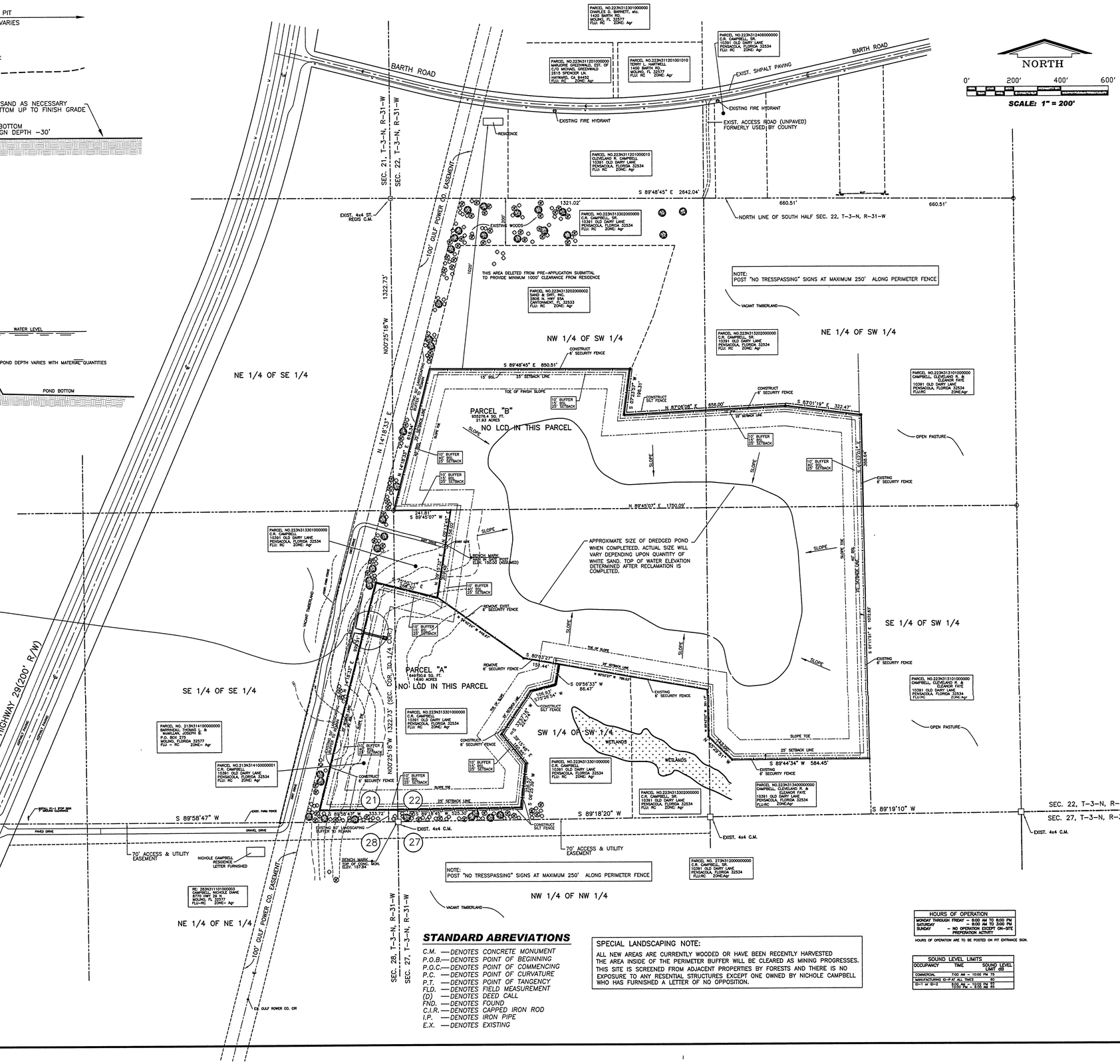

SWALE PLAN

N.T.S.




CONC. DITCH SECTION

SCALE: NONE




NOTE: POST "NO TRESSPASSING" SIGNS AT MAXIMUM 250' ALONG PERIMETER FENCE

VACANT TIMBERLAND

## STANDARD ABREVIATIONS

*C.M. —DENOTES CONCRETE MONUMENT*
*P.O.B.—DENOTES POINT OF BEGINNING*
*P.O.C.—DENOTES POINT OF COMMENCING*
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*FLD. —DENOTES FIELD MEASUREMENT*
*(D) —DENOTES DEED CALL*
*FND. —DENOTES FOUND*
*C.I.R. —DENOTES CAPPED IRON ROD*
*I.P. —DENOTES IRON PIPE*
*E.X. —DENOTES EXISTING*

SPECIAL LANDSCAPING NOTE:

ALL NEW AREAS ARE CURRENTLY WOODED OR HAVE BEEN RECENTLY HARVESTED THE AREA INSIDE OF THE PERIMETER BUFFER WILL BE CLEARED AS MINING PROGRESSES. THIS SITE IS SCREENED FROM ADJACENT PROPERTIES BY FORESTS AND THERE IS NO EXPOSURE TO ANY RESENTIAL STRUCTURES EXCEPT ONE OWNED BY NICHOLE CAMPBELL WHO HAS FURNISHED A LETTER OF NO OPPOSITION.

HOURS OF OPERATION

| | |
|---|---|
| MONDAY THROUGH FRIDAY | 6:00 AM TO 6:00 PM |
| SATURDAY | 8:00 AM TO 3:00 PM |
| SUNDAY | NO OPERATION EXCEPT ON-SITE PREPERATION ACTIVITY |

HOURS OF OPERATION ARE TO BE POSTED ON PIT ENTRANCE SIGN.

SOUND LEVEL LIMITS

| OCCUPANCY | TIME | SOUND LEVEL LIMIT dB |
|---|---|---|
| COMMERCIAL | 7:00 AM - 10:00 PM | 75 |
| MANUFACTURING C-I-P AT ALL TIMES | | 80 |
| C-1 or C-2 | 6:00 AM - 10:00 PM | 65 |
| | 10:00 PM - 6:00 AM | 55 |

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email: ward41@yahoo.com
TEL: (850) 698-0143

DRAWN BY: R.W.
DATE: 9/07/2016
SCALE: 1" = 50'
FLD. BOOK: YSF
PROJECT NO. 160901

# BRICKTON BORROW PIT EXPANSION 2017 RECLAMATIONLANDSCAPING PLAN IN SECTIONS 21 & 22, TOWNSHIP-3-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

FOR: SAND & DIRT, INC.

## FILTER BARRIERS AND SILT FENCES

CONSTRUCTION SPECIFICATIONS

MATERIALS

1. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING REQUIREMENTS:

| PHYSICAL PROPERTY | TEST | REQUIREMENTS |
|---|---|---|
| FILTERING EFFICIENCY | VTM-51 | 75% (MINIMUM) |
| TENSILE STRENGTH AT 20% (MAX.) ELONGATION* | VTM-52 | EXTRA STRENGTH – 50 LBS./LIN. IN. (MINIMUM)<br>STANDARD STRENGTH – 30 LBS./LIN. IN. (MINIMUM) |
| FLOW RATE | VTM-51 | 0.3 GAL./S.F./MIN. (MINIMUM) |

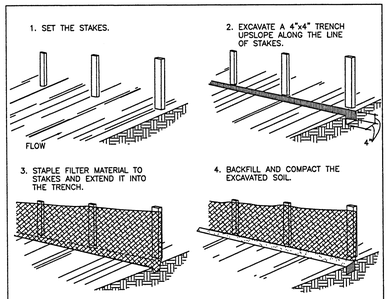
*REQUIREMENTS REDUCED BY 50% AFTER 6 MONTHS OF INSTALLATION.

SYNTHETIC FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED UNSTABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0°F TO 120°F.

2. BURLAP SHALL BE 10 OUNCES PER SQUARE YARD FABRIC.
3. POSTS FOR SILT FENCES SHALL BE EITHER 4-INCH DIAMETER WOOD OR 1.33 POUNDS PER LINEAR FOOT STEEL WITH A MINIMUM LENGTH OF 5 FEET. STEEL POSTS SHALL HAVE A PROJECTIONS FOR FASTENING WIRE TO THEM.
4. STAKES FOR FILTER BARRIERS SHALL BE 1"X2" WOOD (PERFERRED) OR EQUIVALENT METAL WITH A MINIMUM LENGTH OF 3 FEET.
5. WIRE FENCE REINFORCEMENT FOR SILT FENCES USING STANDARD STRENGTH FILTER CLOTH SHALL BE A MINIMUM OF 36 INCHES IN HEIGHT, A MINIMUM OF 14 GUAGE AND SHALL HAVE A MAXIMUM MESH SPACING OF 6 INCHES.

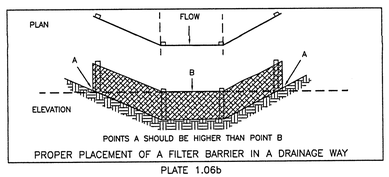
FILTER BARRIER: THIS SEDIMENT BARRIER MAY BE CONSTRUCTED USING BURLAP OR STANDARD STRENGTH SYNTHETIC FILTER FABRIC. IT IS DESIGNED FOR LOW OR MODERATE FLOWS NOT EXCEEDING 1 CFS. SEE PLATE 1.06a.

1. THE HEIGHT OF A FILTER BARRIER SHALL BE A MINIMUM OF 15 INCHES AND SHALL NOT EXCEED 18 INCHES.
2. BURLAP OR STANDARD STRENGTH SYNTHETIC FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS (AND THUS IMPROVE THE STRENGTH AND EFFICIENCY OF THE BARRIER).
3. THE STAKES SHALL BE SPACED A MAXIMUM OF 3 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 8 INCHES).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF STAKES AND UPSLOPE FROM THE BARRIER.
5. THE FILTER MATERIAL SHALL BE STAPLED TO THE WOODEN STAKES, AND 8 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. HEAVY DUTY WIRE STAPLES AT LEAST 1/2-INCH LONG SHALL BE USED. FILTER MATERIAL SHALL NOT BE STABLED TO EXISTING TREES.
6. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER MATERIAL.
7. IF A FILTER BARRIER IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, THE BARRIER SHALL BE OF SUFFICIENT LENGTH TO ELIMINATE END FLOW, AND THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE WITH THE ENDS ORIENTED UPSLOPE (PLATE 1.06b).
8. FILTER BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMENENTLY STABILIZED.



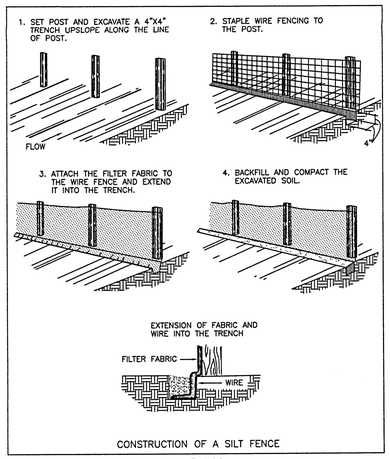

CONSTRUCTION OF A FILTER BARRIER

PLATE 1.06a




PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY

PLATE 1.06b




CONSTRUCTION OF A SILT FENCE

PLATE 1.06c

MAINTENANCE

1. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
4. BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER EXISTING GRADE, PREPARED AND SEEDED.

## *ESCAMBIA COUNTY PLANTING RATES**

SUPPLEMENT TO THCHNICAL SPECIFICATONS SECTION 02900 GRASSING

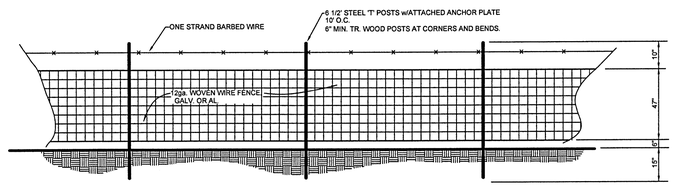
| ITEM | RATE |
|---|---|
| LIME | 2 TONS/ACRE=1.0 LBS/SQ. YD |
| FERTILIZER | |
| 10-10-10 | 1000LBS/ACRE=0.2 LBS/SQ. YD |
| 13-13-13 | 770LBS/ACRE=0.16 LBS/SQ. YD |
| PERMANENT VEGETATION (SELECT ONE) | |
| BERMUDA | 15 LBS/ACRE=0.003 LBS/SQ.YD. |
| ARGENTINE BAHIA | 70 LBS/ACRE=0.01 LBS/SQ.YD. |
| CENTIPEDE | 15 LBS/ACRE=0.003 LBS/SQ.YD. |
| NURSE CROP | |
| RYE GRASS (COOL SEASON) | 15 LBS/ACRE=0.003 LBS/SQ.YD. |
| MILLET (WARM SEASON) | 30 LBS/ACRE=0.006 LBS/SQ.YD. |
| MULCH | 2 TONS/ACRE=1.0 LBS/SQ.YD. |

NOTE: 1 ACRE=43,560 SQ. FT.=4,840 SQ. YDS.

*ADOPTED FROM USDA NATURAL RESOURCES CONSERVATION SERVICE STANDARD CRITICAL AREA PLANTING

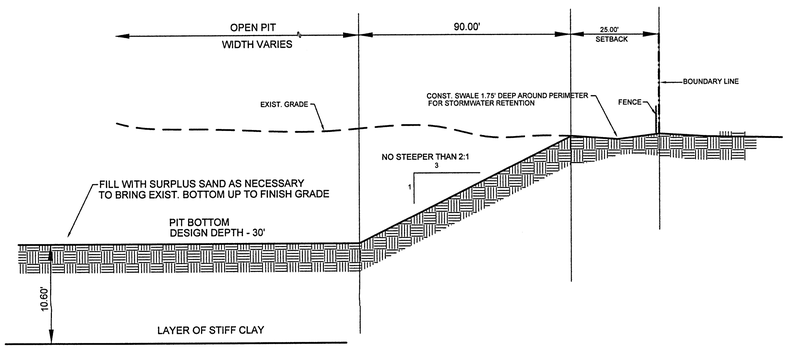
## *GENERAL NOTES:*

1. SEDIMENT SHALL BE RETAINED ON THE SITE OF DEVELOPMENT.
2. ALL STORMWATER SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION IN ACCORDANCE WITH THE ESCAMBIA COUNTY SEDIMENT CONTROL ORDINANCE, AND ALL OTHER STATE AND FEDERAL REGULATIONS.
3. NO GRADING, CUTTING OR FILLING SHALL BE COMMENCED UNTIL EROSION AND SEDIMENTATION DEVICES HAVE BEEN CONSTRUCTED.
4. ALL DISTURBED AREAS WHICH ARE OUTSIDE OF THE OPEN PIT AREA ARE TO BE SEEDED AND MULCHED IN THE RECLAMATION PROCESS.
5. THERE ARE NO EXISTING UTILITIES OF RECORD ON ADJACENT TO THIS SITE.
6. ELEVATIONS BASED UPON COUNTY TOPOGRAPHIC DATA.
7. THIS PROJECT IN ITS ENTIRETY IS LOCATED IN FLOOD ZONE "X" (AREAS OF MINIMAL FLOODING) AND IS NOT SUBJECT TO FLOODING BY A 100 YEAR STORM, ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12033C0185G, DATED 9/29/2006.)
8. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/4" RAINFALL EVENT OR AT LEAST WEEKLY. THE OPERATOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE MAINTAINED BY THE APPLICANT/OPERATOR AND BE AVAILABLE FOR REVIEW.



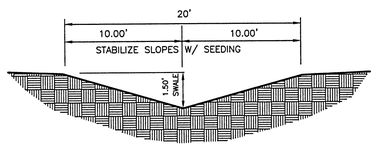

TYP. FENCE DETAIL

*SCALE: NONE*




TYP. EXCAVATION DETAIL SECTION DETAIL

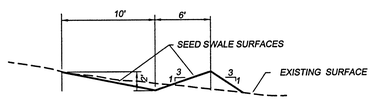
*SCALE: NONE*




TO BE USED AS NEEDED TO DIRECT STORMWATER TO PIT

TYPICAL SWALE DETAIL

*SCALE: NONE*




CONSTRUCT SWALE LEVEL FROM END TO END AND CONTOUR AROUND FENCELINE VEGITATAION

SWALE TO BE CONSTRUCTED ON DOWNSLOPES FROM EXCAVATION LIMITS

SWALE SECTION

*SCALE: NONE*

DRAWN BY: RW
DATE: 12/03/2016
SCALE:
FLD. BK:
JOB NO. 090915A

REVISIONS


Robert Ward PE
9909 N. COVE AVE.
PENSACOLA, FLORIDA 32534
TEL: 850-698.0143 FAX: 850-484-9576
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W.R. WARD, PE
FLORIDA #17895

# BRICKTON BORROW PIT 2017 EXPANSION - DETAILS
SECTIONS 21&22, TOWNSHIP 3 NORTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FOR: SAND & DIRT, INC.

SHEET NUMBER 5 OF 5

**BRICKTON BORROW PIT EXPANSION 2017**

**DUST CONTROL PLAN**

The Brickton Borrow Pit and the proposed expansion is located in the interior of more than 700 wooded acres owned by Mr. C.R. Campbell and his family in Molino. There is one residence located on the pit access road and this house is owned by Nichole Campbell, granddaughter of Mr. Campbell, and she is also an employee. Nichole has furnished a letter of "no objection" to the pit operations. The pit is completely surrounded by dense forest which provides adequate filtration of any dust created by the pit activity. The entrance connecting to Highway 29 is paved for 500 feet to help prevent the tracking of dirt onto the highway and the remainder of the road is maintained with gravel and recycled concrete. Due to the remote location of the pit and surrounding forests we believe that the use of water trucks or any other mechanical equipment would be of no benefit. We certainly do not want to use any chemical dust suppressants that would eventually drain into our lake and destroy future fishing activity. This pit is not visible from any residence and there have not been any complaints filed in years that it has been in operation.

872 W. 9 ½ Mile Road
Pensacola, FL 32534
(850)698-0143 wardr41@yahoo.com

**SITE PLAN**
**RESOURCE EXTRACTION DEVELOPMENT ORDER**

## "Borrow Pits and Reclamation Activities"

**Project**: Brickton Borrow Pit Expansion
**Location**: 8800 Hwy 29 N
**Development Review #**: PSP170100010
**Property Reference #**: 21-3N-31-4100-000-001
**Exhibit A:** Reclamation Plan

**Future Land Use**: RC
**Zoning District**: Agr
**Flood Zone:** X

**PROJECT DESCRIPTION**

Further development of a 33.04-acre site as a borrow pit to include an additional 36.83-acres with subsequent reclamation through Land Clearing Debris (LCD) and lakes. An existing residence will be removed from the site. Existing access on Highway 29 will serve extraction and reclamation uses.

## STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein. No building construction has been approved.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

6. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

---

## SPECIAL PROJECT CONDITIONS

**1.** All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, Chapter 86, Division 3, *C&DD Facilities*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

**2.** Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioner must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

**3.** Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioner must approve the Borrow Pit Expansion of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Borrow Pit Expansion Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

4. Upon County approval of the executed Avigation Easement (if required), and prior to the issuance of any permit for Borrow Pit activities, the easement shall be recorded in the public records of Escambia County.

5. Prior to any C&DD or LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department.

6. Each freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at driveways and intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, construction, altering, or relocating any site signage.

7. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

8. No person shall cause, suffer, allow, or permit the discharge into the air of dust, fume, gas mist, odor, smoke, or vapor or any combination thereof so as to constitute a nuisance as defined in the Code of Ordinances (Sec. 82-227(2)c).

9. Operational hours for receiving materials are limited to Monday through Friday between 7:00 am and 5:00 pm. Saturday hours will be limited to 8:00 am until 2:00 pm. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th (Sec. 82-227(2)e).

10. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

11. Commencement of reclamation shall begin within one year of completion of excavation, Sec. 42-323(3). However, prior to any C&DD/LDC activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department. The applicant shall provide once a year to Department of Solid Waste a timeline of borrow operations. The report should include approximate volume removed and volume remaining. One year prior to ceasing borrow pit operations all C&DD permits shall be applied for.

12. Fencing is required on all boundaries. Any boundary that abuts developed property or a public road shall require a barrier that is a fence or vegetative buffer, a minimum of six feet in height and made of wood or other type approved material that prevents visibility and limits access. Vegetative buffering may be required as deemed necessary by the County (Sec. 82-227 (2)a).

13. A substantially built, aesthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier (LDC 7.07.07.G).

Development Review Committee (DRC) Recommendation

Having completed development review of the **Brickton Borrow Pit Expansion with Ponds and LCD,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

07-05-17

Director, Development Services Department Date

EXHIBIT
tabbies
A

## BRICKTON BORROW PIT EXPANSION 2017

## RECLAMATION PLAN

The reclamation plan of the Brickton Borrow Pit will occur in two phases. The existing pit previously approved by Escambia County will utilize land clearing debris in reclamation of the side slopes to provide the proper slope of a maximum of 3 horizontal to 1 vertical. All land clearing debris will continue to be placed in cells with earth dividers to minimize the spread in the event of a fire and all debris will be covered with a minimum of 2 feet of dirt and topsoil. All finished surfaces will be stabilized with seed, sod, and/or hydroseed and fertilized in accordance with County guidelines. The pit will not be completely filled as is done in some pits. The middle of the pit will remain open and will be used for dredging white construction sand and the resulting lake will remain after dredging is complete. The low sloping areas between the finished side slopes and the lake will be grassed to prevent silting of the water.

The expansion portions of the pit will not receive land clearing debris and the side slopes will be finished on a maximum 3 horizontal to 1 vertical slope with grassing as described above. The middle of the pit will remain open for the dredging operation resulting in an attractive lake upon completion of all operations and final closing. The areas surrounding the pit and the expansion are left undisturbed with thick existing vegetation to filter any pollutants that drain toward the pit. All disturbed areas outside of the dredge pond will be grassed and planted with pine trees at a rate of 280 seedlings per acre. Oak seedlings will be interspersed at a rate of 50 per acre to enhance the appearance of the closed pit and replenish the forest growth. All fencing will remain in place around the pit boundary to prohibit entry and the no trespassing signs will also remain.

6/14/2017

872 W. 9 ½ Mile Road
Pensacola, FL 32534
(850)698-0143 wardr41@yahoo.com

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Brickton Borrow Pit Expansion
Location: 8800 N. Hwy 29
Flood Zone: X
Property Reference #: 21-3N-31-4100-000-001 & 22-3N-31-3301-000-000
22-3N-31-3302-000-000 & 22-3N-31-3400-000-000

Future Land Use: RC
Zoning District: AGR

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions or approval stated in Site Plan Development Order#_____and Resource Extraction Permit #_____

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C&DD operations and/or LCD operations.

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the _____ day of _____, and the effective date is_____.The expiration date of this permit is_____.

_____
County Staff Designee (*Please Print*)

_____
Signature

I acknowledge receipt of this permit on the _____ day of _____, 2017.

_____
Property Owner *(Please Print)*

_____
Signature

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12533** **Growth Management Report** **16. 10.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:52 p.m. - A Public Hearing Concerning the Renewal of the Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:52 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 2390 Longleaf Drive, Pensacola, FL, Sunbelt Crushing, Inc.

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 2390 Longleaf Drive, Pensacola, FL, owned by Sunbelt Crushing, Inc.

## BACKGROUND:

On April 26, 2016, Escambia County Board of Commissioners (BCC) approved the issuance of a recycling permit for a pre-existing crushing/recycling facility located at 2390 Longleaf Drive, owned by Sunbelt Crushing, LLC ("Sunbelt"), see attachment A. Pursuant to the conditions of the approved permit #PSP15000136, the County received a request from Sunbelt for a renewal of their Recycling Permit #PSP15000136, along with a request for an extension of their current permit up to 180 days past the expiration date. The renewal application was processed on March 27, 2017. The expiration date of the permit was April 26, 2017. Based upon Sunbelt's request for the renewal, the County granted the extension, see attachment B. Per the terms of the approved permit, the executed permit extension is set to terminate on the date that a renewal permit is approved, modified, or denied by the Escambia County Board of County Commissioners. The request renewal permit is attached, see attachment C.

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Attachment A
Attachment B
Attachment C

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Escambia County
Clerk's Original
4/7/16 3:47pm. P.H.

**Development Services Department**
**3363 West Park Place**
**Pensacola, FL 32505**
**Phone: 850.595.3472**

**Horace L. Jones, Department Director**

# Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Date: 4-26-2016 Verified By: K. McCord

| | |
|---|---|
| **Permittee:** | **Sunbelt Crushing, LLC ("Sunbelt")** |
| **Facility Name:** | **Sunbelt Concrete Recycling Longleaf** |
| **Facility Type:** | **Recycling Facility** |
| **File Number:** | **PSP#15000136 A** |
| **Original Date of Issue:** | **April 26, 2016** |
| **Renewal Date:** | **February 27, 2017** |
| **Expiration Date:** | **April 26, 2017** |
| **Development Review #:** | **#PSP151000136** |
| **Date:** | **March 16, 2016 (original date of issuance of DO)** |
| **Total Acreage of Facility:** | **10.00** |
| **Total Area Licensed for Operation:** | **7.3 acres** |

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

## General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

**General Permit Conditions – All Facilities** - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

## General Permit Conditions – All Facilities - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

**Horace L. Jones, Department Director**
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

**Pat Johnson, Department Director**
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

## Specific Permit Conditions

1. **Compatibility**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. **Environmental Health**
The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to

**Specific Permit Conditions** – Continued

crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Sunbelt Crushing, LLC, 56 Midtown Park West, Mobile, AL 36606 and a copy emailed to eddymac1@hotmail.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us.

3. **Leachate Controls**
Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

4. **Operational Hours**
Operational hours shall be as established by the Approved Development Order for the project.

5. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is __N/A__. Please cite this number on all reports and correspondence concerning this facility.

**INTENTIONALLY LEFT BLANK**

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

By: _____
Grover C. Robinson, IV, Chairman

**ATTEST: PAM CHILDERS**
**Clerk of the Circuit Court**

By: Kimberly McCord
Deputy Clerk

Date Executed
4-26-2016

BCC Approved: 4-7-2016

BOCC Authorization Date: _____

Approved as to form and legal sufficiency.
By/Title: _____ Assistant County Attorney
Date: 4/26/16

| | | |
|---|---|---|
| **Permit Issue Date:** | **April 26, 2016** | |
| **Permit Expiration Date:** | **April 26, 2017** | |
| **Issuing Officer Name:** | **Horace L. Jones** | |
| **Issuing Officer Title/Department:** | **Horace L. Jones, Department Director** | |
| **Signature:** | H. Jones | **Date:** April 27th 2016 |

Horace Jones, Director
Development Services Department

April 5, 2017

Mr. R. Todd Harris
rtharris@pensacolalaw.com
Fax: (850) 477-4510
*Via email*

Re: Permit #PSP15000136
Facility: Sunbelt Concrete Recycling Longleaf
Request to Extend Up to 180 Days

Dear Mr. Harris:

The County is in receipt of Sunbelt's request for renewal of its current operational permit, #PSP15000136.

Pursuant to the terms of the permit, upon receipt of an application for renewal, the current permit will be extended up to 180 days past the expiration date of the permit while the renewal application is processed.

Based upon Sunbelt's request for renewal, please find enclosed an executed Permit Extension which will allow operation of the facility for up to 180 days past the current expiration date. The current date of expiration is April 26, 2017. This permit extension will expire on the date that a renewal permit is issued or on October 23, 2017, whichever comes first. In no event, shall the permit extension be valid beyond October 23, 2017.

We are in the process of reviewing your renewal request. As discussed in our meeting, please contact the County to schedule a site inspection. Also, as advised, the permit renewal must be authorized by the Board of County Commissioners. Your application must meet all current requirements of the County's Code of Ordinances and the Land Development Code, including public notification requirements.

The renewal process is an interactive process. Additional information, documentation, payment, public notification, and completion of certain forms may be necessary. As a follow-up to our meeting, please be prepared to address, at a minimum, any concrete piles that may be visible above the fence, routine maintenance of stormwater ponds, wetlands, and other relevant matters. Also, as confirmed for you, the County has received no Code Enforcement complaints related to your current operations. If you or your client would like to schedule an additional meeting to review these requirements or need additional assistance in completing the renewal application process, please do not hesitate to call.

We look forwarding to working with you in service to the County.

Sincerely,

Horace Jones,
Director, Development Services Department

Cc: Escambia County, Waste Services
Escambia County, Office of County Administrator
Escambia County, Natural Resources Department

# Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director


## 180 Day Extension of Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

| | |
|---|---|
| **Permittee:** | **Sunbelt Crushing, LLC ("Sunbelt")** |
| **Facility Name:** | **Sunbelt Concrete Recycling Longleaf** |
| **Facility Type:** | **Recycling Facility** |
| **File Number:** | **PSP#15000136A** |
| **Original Date of Issue:** | **April 26, 2016** |
| **Renewal Date:** | **February 27, 2017** |
| **Original Expiration Date:** | **April 26, 2017** |
| **Development Review #:** | **#PSP151000136** |
| **Date of Authorization of Extension:** | **March 30, 2017** |
| **Total Acreage of Facility:** | **10.00** |
| **Total Area Licensed for Operation:** | **7.3 acres** |
| **Extension Expiration Date:** | **October 23, 2017** |

This permit extension is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

## General Permit Extension Conditions – All Facilities

1. All Permit Conditions included in the Development Order and Subsequent Permit to Operate the Facility, as issued and approved by the Board of County Commissioners, commencing operations on April 26, 2016, remain in full force and effect throughout the duration of this extension.

2. The terms, conditions, requirements, limitations, and restrictions set forth in this permit extension are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

3. This permit extension is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from

the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

4. This permit extension does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

5. This permit extension does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

6. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

7. Permittee, by accepting this permit extension, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

8. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

9. In accepting this permit extension, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

10. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

11. This permit extension is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

12. This permit extension is required to be kept at the facility, which is permitted during the entire period of construction or operation.

13. Permittee shall submit all comments or correspondence required by this permit extension, specifically including all documents necessary to process and complete the permit renewal application process, to:

**Horace L. Jones, Department Director**
Development Services Department
3363 West Park Place
Pensacola, Fl 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

**Pat Johnson, Department Director**
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

## Specific Permit Extension Conditions

1. **Compatibility.**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. **Leachate Controls.**
Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall comform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

3. **Operational Hours.**
Operational hours shall be as established by the Approved Development Order for the project.

4. **Permit Renewal Process.**
Pursuant to the authorization of the Operational Permit issued April 26, 2016, the Permittee shall, in good faith, submit an application for renewal on Department forms. The Department forms shall address all requirements for operation as mandated by the Escambia County Code of Ordinances and the Escambia County Land Development Code, including public notification requirements. The Permittee shall cooperate with the Development Services Department to complete the renewal process. Any permit renewal shall require authorization by the Board of County Commissioners. The Permittee shall address, at a minimum the following: any complaints received by the facility, facility's best management practices, any proposed changes to the facility's operational plans, routine maintenance of stormwater controls, access to the facility, wetlands, and all other related issues as requested by Escambia County Natural Resources Department, Escambia County Waste Services Department, or Escambia County Development Services Department, as may be necessary for the health, safety, and welfare of the County.

5. **Expiration of Extension.**
This permit extension shall expire on the date that a renewal permit is issued or on **October 23, 2017,** whichever comes first. Notwithstanding the above, in no instance will permits be extended more than 180 days past the initial expiration date of the permit.

| | |
|---|---|
| **Extension Expiration Date:** | October 23, 2017 |
| **Issuing Officer Name:** | Horace Jones |
| **Issuing Officer Title/Department:** | Director, Development Services Department |
| **Signature:** H. Jones | **Date:** 4-5-17 |

# Development Services Department

**3363 West Park Place**
**Pensacola, FL 32505**
**Phone: 850.595.3472**

**Horace L. Jones, Department Director**


## Renewal Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

| | |
|---|---|
| **Permittee:** | **Sunbelt Crushing, LLC ("Sunbelt")** |
| **Facility Name:** | **Sunbelt Concrete Recycling Longleaf** |
| **Facility Type:** | **Recycling Facility (only)** |
| **File Number:** | **PSP#15000136 A** |
| **Original Date of Issue:** | **April 26, 2016** |
| **Renewal Date:** | |
| **Expiration Date:** | |
| **Development Review #:** | **#PSP 151000136** |
| **Date:** | **March 16, 2016 (original date of issuance DO)** |
| **Total Acreage of Facility:** | **10.00** |
| **Total Area Licensed for Operation:** | **7.3 acres** |

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above-named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

## General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department

will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

## **General Permit Conditions – All Facilities** - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department

as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

## General Permit Conditions – All Facilities - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

**Horace L. Jones, Department Director**
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

**Pat Johnson, Department Director**
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

## Specific Permit Conditions

**1. Compatibility**

Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

**2. Environmental Health**

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human

health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance.

## General Permit Conditions – All Facilities - Continued

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## Specific Permit Conditions –Continued

and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Sunbelt Crushing, LLC, 56 Midtown Park West, Mobile, AL 36606 and a copy emailed to eddymac1@hotmail.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

**3. Leachate Controls**

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

**4. Operational Hours**

Operational hours shall be as established by the Approved Development Order for the project.

**5. Permit Renewals**

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

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

By:_____
D.B. Underhill, Chairman

**ATTEST: PAM CHILDERS**
**Clerk of the Circuit Court**

By:_____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

| | | |
|---|---|---|
| **Permit Issue Date:** | | |
| **Permit Expiration Date:** | | |
| **Issuing Officer Name:** | | |
| **Issuing Officer Title/Department:** | | |
| **Signature:** | | **Date:** |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12545** **Growth Management Report 16. 11.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 08/03/2017
**Issue:** 5:53 p.m. -.A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Comprehensive Plan, Chapter 3 and Chapter 8
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

5:53 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Comprehensive Plan Chapter 3, Definitions, and Chapter 8, Mobility Element

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030, as amended, Chapter 3, Definitions, and Chapter 8, Mobility Element, CPA-2017-01, to include definitions and to establish a permitting process for airport obstruction notification zones.

At the May 2, 2017, Planning Board Meeting, the Board recommended approval for transmittal to DEO.

This hearing serves as the second of two required public hearings before the BCC.

## BACKGROUND:

Florida Statues 333.03, Requirement to adopt airport zoning regulations. If an airport is owned or controlled by a political subdivision and if any other political subdivision has land upon which an obstruction may be constructed or altered which underlies any surface of the airport as provided in 14 C.F.R. part 77, sub-part C, the political subdivisions shall either by interlocal agreement, adopt, administer, and enforce a set of airport protection zoning regulations; or create a joint airport protection zoning board.

Florida Statutes 333.03(2)-Political subdivisions shall adopt, administer, and enforce airport land use compatibility zoning regulations, which at minimum address:

- Landfills
- Prohibition of incompatible uses where airport authority has conducted a noise study in accordance with 14 C.F.R. part 150, or established noise contours pursuant to another public study approved by the Federal Aviation Administration (FAA).
- Prohibition of residential construction and any educational facility where airport

authority has not conducted a noise study
- Development of criteria for incompatible uses within runway protection zones

**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.

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**Attachments**

Draft Ordinance
Clean Ordinance

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## LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2017-01 Airport language

Date: 4/20/17

Date requested back by: _____

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 4/20/17

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

**ORDINANCE NUMBER 2017-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 3 DEFINITIONS, SECTION 3.04, TO INCLUDE DEFINITIONS RELATED TO AIRPORTS, AIRPORT HAZARDS, AIRPORT OBSTRUCTION NOTIFICATION ZONES, AND RUNWAY PROTECTION ZONES; AMENDING CHAPTER 8, MOBILITY ELEMENT, CREATING SECTION MOB 4.1.2, ESTABLISHING PERMITTING PROCESSES FOR AIRPORT OBSTRUCTION NOTIFICATION ZONES AND RUNWAY PROTECTION ZONES; AMENDING MOB 4.13, INCOMPATIBLE DEVELOPMENT, TO INCLUDE RUNWAY PROTECTION ZONES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS,** the Board of County Commissioners finds that modifying the language to meet the requirements of Chapter 333, Florida Statutes, is necessary and serves an important public purpose; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

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

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

**Section 1. Purpose and Intent**

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

## Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "CPA 2017-01-Airport Language Text Amendment."

## Section 3. Amendment to Definitions

Chapter 3, Section 3.04, Definitions of the Escambia County Comprehensive Plan 2030 is hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are underlined)

**Section 3.04 Definitions.**

**Airport**: Means any area of land or water designed and set aside for the landing and taking off of aircraft and use or to be used in the interest of the public for such purpose.

**Airport hazard**: Means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilties.

**Airport hazard area**: Means any area of land or water upon which an airport hazard might be established.

**Airport obstruction**: Means any existing or proposed object, terrain, or structure construction or alternation that exceeds the federal obstruction standards contained in the 14 C.F.R. part 77, subpart C, as may be amended. This term includes: any object of natural growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

**Airport Obstruction Notification Zone:** A zone established around any airport to regulate airport hazard areas and airport obstructions.

**Avigation easement:** An easement that gives a clear property right to maintain flight operations in the airspace above the property.

**Buffer:** A designated area with natural and/or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses or wetlands, as defined by Florida Statutes.

**Commercial use:** Any non-residential use that is typically carried out for the purpose of monetary gain, including, but not limited to, any business use or activity at a scale greater than a home occupation.

**Compact development:** A development pattern typically featuring narrow streets, multifunction structures (such as residential over retail), multifamily housing, front porches, small lots, wide sidewalks, neighborhood parks, community landscaping, easily walkable distances from residences to local commercial uses, places of employment, and schools.

**Concurrency:** The condition or circumstance that, at the time that new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards established by the Comprehensive Plan.

**Conservation:** The act of preserving, guarding, or protecting; keeping in a safe or entire state; preservation.

**Conservation subdivision:** A form of residential subdivision characterized by clustered compact lots, common open space and natural features, used to protect agricultural lands, open space or other natural or historical resources while allowing for the maximum number of dwellings under applicable zoning and subdivision regulations.

**Deficiencies:** Inadequacies, insufficiencies, or the falling short of a prescribed norm.

**Density:** An objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.

**Development:** The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. Specific activities or uses involving or excluded from development are defined in Florida Statutes.

**Enhance:** To make greater, as regards value, beauty, or effectiveness; to augment.

**Environmentally sensitive lands:** Those areas of land or water that are determined by the BCC as being necessary to conserve or protect natural habitats and ecological systems. The following classifications are those that have been determined by Escambia County to be environmentally sensitive:

a. Wetlands as defined herein and wetlands as defined by the U.S. Army Corps of Engineers.
b. Shoreline Protection Zones.
c. Aquatic preserves and the Escambia River Management Area.
d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida Administrative Code and as defined and approved by the Florida Legislature.
e. Habitats of threatened or endangered species as defined by the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.
f. Essential Fishery Habitat (EFH), including seagrasses.
g. Floodplain areas defined on the FEMA Flood Insurance Rate Map (FIRM) as areas of special flood hazard subject to a one percent annual chance of flooding.

h. Potable water wells, cones of influence, and potable water well fields.

**Existing communities:** Established residential or mixed-use areas; developed land that contains homes, businesses, and/or other civic and community uses.

**Farm worker:** A person who works on, but does not own, a farm; an agricultural laborer (may be permanent or temporary).

**Financial feasibility:** The ability of a proposed land use or change of land use to justify itself from an economic point of view.

**Floodway:** The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Floor Area Ratio (FAR):** A standard measure of the intensity of non-residential land use, calculated by dividing the total gross floor area of all structures on a lot by the total area of the lot.

**Group home/group home facility:** An occupied residence, licensed by the State of Florida, in which a family living environment is provided for six or fewer unrelated residents with developmental disabilities as defined in Florida Statutes, including such supervision and care by support staff as may be necessary to meet the physical, emotional, and social needs of its residents.

**Hazardous material:** A poison, corrosive agent, flammable substance, explosive, radioactive chemical, or any other material that can endanger human or animal health or wellbeing if handled improperly.

**Hazardous waste:** Material or a combination of materials that require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; or on the health and welfare of the public. Such materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials regulated pursuant to Chapter 62-730, Florida Administrative Code.

**Historic/cultural resource:** Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value as well as all folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

**Impervious surface:** Any surface that does not allow, or that minimally allows, the penetration of water and that is highly resistant to infiltration by water.

**Impervious surface ratio:** A standard measure of the intensity of land use calculated by dividing the total area of all impervious surfaces within a lot by the total area of the lot.

**Incompatible/compatible development:** Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design.

Compatible development is new development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other.

**Infill development:** The development of new housing or other land uses on vacant or underutilized land in existing developed areas which focuses on the reuse and repositioning of obsolete or underutilized buildings and sites.

**Infrastructure:** Facilities and services needed to sustain land use activities, including but not limited to roads, potable water service, wastewater service, solid waste facilities, stormwater management facilities, power grids, telecommunication facilities, and public schools.

**Invasive species:** A non-indigenous or exotic species that is not native to the ecosystem under consideration and that has the ability to establish self- sustaining, expanding, free-living populations that may cause economic and/or environmental harm or harm to human health.

**Low-impact landscaping:** Landscape design practices that apply Florida- Friendly landscaping principles to reduce water consumption, the use of horticultural chemicals, the loss of native vegetation and wildlife habitat, stormwater runoff, and other negative environmental impacts.

**Mitigation:** Methods used to alleviate or lessen the impact of development.

**Mixed-use:** Any use that includes both residential and nonresidential uses.

**Mobile/manufactured home:** A complete, factory-built, single-family dwelling constructed in accordance with the federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. *Mobile home* is the term used for manufactured homes built prior to June 15, 1976 when the HUD Code became effective.

**Multi-family development:** Residential development containing multi-family dwellings exclusively or predominantly.

**Multi-modal:** A transportation system that involves multiple methods of transporting people and/or goods; this may include pedestrian activity, bicycling, transit (buses and/or rail), and the automobile.

**Native vegetation:** Vegetation that exists naturally, without intervention by humans, in a specific geographic area.

**Natural resources:** Resources provided by the natural environment, including air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and any other such environmental resource identified by Florida Statutes for conservation and protection.

**Non-conforming use:** Any lawfully established use of a structure, land, or water, in any combination that does not conform to the land use regulations of the zoning district or future land use category in which the use is located.

**Non-residential use:** A use characterized by the absence of residences and the presence of primary land uses that include retail, commercial, office, industrial, civic or recreation uses.

**Open space:** Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

**Paratransit system:** A form of public transportation service characterized by the flexible routing and scheduling of small vehicles such as taxis, vans and small buses, to provide shared-occupancy, doorstep or curbside personalized transportation service.

**Performance-oriented controls:** A set of criteria or limits relating to certain characteristics that a particular use or process may not exceed; these regulations are based upon the intensity and impacts of an activity, rather than land use.

**Preserve:** To protect natural resources and/or historic and cultural resources from the negative impacts of human activity, including land development or natural resource extraction, such as mining or logging. Preservation may include permanently protecting land, structures and/or wetlands and water bodies via purchase, conservation easement, regulations, or other methods, and it may include the restoration and management of natural or historic resources.

**Primary dune:** The first natural or manmade dune located landward of the beach with sufficient vegetation, height, continuity, and configuration to offer protective value. The landward extent occurs at the point in which there is a distinct change from a relatively steep slope to a relatively mild slope.

**Public use airport:** Means an airport, publicly or privately owned, licensed by the State, which is open for use by the public.

**Redevelopment:** The removal and replacement, rehabilitation, or adaptive reuse of an existing structure or structures or of land from which previous improvements have been removed.

**Residential use:** Any use for residences, domiciles, or dwellings, including, but not limited to, single-family houses, townhouses, condominiums, and apartments.

**Restoration:** The act of repairing damage to a site with the aim of restoring the site as closely as possible to its natural condition before it was disturbed.

**Revitalization:** The renewal and improvement of older commercial and residential areas through any of a series of actions or programs that encourage and facilitate private and public investment.

**Runway protection zone:** Means an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

**Rural:** A sparsely developed area in which the land is primarily used for agricultural purposes.

**Shoreline, Natural:** Undeveloped or restored areas of shoreline fronting the waters of marine, estuarine, or riverine systems such as bays, bayous, rivers, and streams.

**Sprawl:** Haphazard growth of dispersed, leap-frog and strip development in suburbs and rural areas and along highways; typically, sprawl is automobile- dependent, single use, resource-consuming, and low-density development in previously rural areas and disconnected from existing development and infrastructure.

**Street, collector:** A street providing service that is of relatively moderate traffic volume, moderate trip length, and moderate operating speed and which distributes traffic between local streets or arterial streets.

**Street, major arterial:** A street providing service that is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. Note: Every United States numbered highway is an arterial street.

**Street, minor arterial:** A street providing connections between major activity centers of the county, which augments the major arterial system for local and inter-county traffic by feeding traffic from collector and local street systems onto major arterials.

**Suburban area:** A predominantly low-density residential area located immediately outside of an urban area or a city and associated with it physically and socioeconomically.

**Threatened and endangered species habitat:** An area that contains, or shows factual evidence of, a species that is listed as threatened, endangered, or a species of special concern, including all such areas that are classified as critical habitat by the Florida Fish and Wildlife Conservation Commission (FFWC).

**Urban area:** A highly developed area that contains a variety of industrial, commercial, residential, and cultural uses.

**Urban forest:** Collectively, the trees and other vegetation within and around the developed areas of the county.

**Water-dependent uses:** Uses that require access to water bodies, such as commercial boating or fishing operations.

**Water-related uses:** Uses that do not require a waterfront location to function but are often essential to the efficient functioning of water-dependent uses and can be essential to their economic viability, such as shops, restaurants, parking, boat sales, or fish processing plants.

**Wetlands:** Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or they possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having the soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include, but are not limited to, swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps, and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

**Wildlife habitat:** An area that offers feeding, roosting, breeding, nesting, and refuge areas for a variety of existing and future native wildlife species.

**Section 4. Amendment to Chapter 8 Mobility Element**

Chapter 8, Mobility Element, Section OBJ MOB 4.1 Airport Master Plan of the Escambia County Comprehensive Plan 2030 and Sections MOB 4.1.2 through MOB 4.1.5 are hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are <u>underlined</u>)

**OBJ MOB 4.1 Airport Master Plan**
**Support the implementation activities set forth in the adopted airport master plan for the Pensacola ~~Gulf Coast Regional~~ <u>International</u> Airport as directed by the BCC.**

**POLICIES**

MOB 4.1.1 **Coordinated Land Uses.** Escambia County will coordinate adjacent land uses with the City of Pensacola and the airport master plan to provide development patterns that are compatible with airport development.

<u>MOB 4.1.2 **Permitting**. Escambia County will develop and implement permitting processes for Airport Obstruction Notification and Runway Protection Zones through</u>

coordination with the City of Pensacola and the Pensacola International Airport. as required by Chapter 333, Florida Statutes, as amended.

MOB 4.1.~~2~~3 **Incompatible Development.** Escambia County will enforce adopted land development regulations that restrict the height, density and intensity of development in areas adjacent to the airport boundaries, runway protection zones, and clear zones to ensure that incompatible land uses will not be allowed to encroach on airport facilities and hinder airport activities.

MOB 4.1.~~3~~ 4 **County Review.** Escambia County may review and comment on proposed airport development and/or expansion that may impact the County.

MOB 4.1.4~~.~~ 5 **Stormwater Management.** Escambia County will work with the City of Pensacola and Florida Department of Environmental Protection (FDEP) to ensure that adequate stormwater management techniques are provided for existing and future airport development.

**Section 5. Severability**

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

**Section 6. Inclusion in the Code**

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

DRAFT

**Section 7. Effective Date**

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

**DONE AND ENACTED** this_____ day of _____, 2017.

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

**By: _____**
**D. B. Underhill, Chairman**

**ATTEST: PAM CHILDERS**
**CLERK OF THE CIRCUIT COURT**

**By: _____**
**Deputy Clerk**

**(SEAL)**
**ENACTED:**
**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

DRAFT

**ORDINANCE NUMBER 2017-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 3 DEFINITIONS, SECTION 3.04, TO INCLUDE DEFINITIONS RELATED TO AIRPORTS, AIRPORT HAZARDS, AIRPORT OBSTRUCTION NOTIFICATION ZONES, AND RUNWAY PROTECTION ZONES; AMENDING CHAPTER 8, MOBILITY ELEMENT, CREATING SECTION MOB 4.1.2, ESTABLISHING PERMITTING PROCESSES FOR AIRPORT OBSTRUCTION NOTIFICATION ZONES AND RUNWAY PROTECTION ZONES; AMENDING MOB 4.13, INCOMPATIBLE DEVELOPMENT, TO INCLUDE RUNWAY PROTECTION ZONES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS,** the Board of County Commissioners finds that modifying the language to meet the requirements of Chapter 333, Florida Statutes, is necessary and serves an important public purpose; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

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

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

**Section 1. Purpose and Intent**
This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "CPA 2017-01-Airport Language Text Amendment."

**Section 3. Amendment to Definitions**

Chapter 3, Section 3.04, Definitions of the Escambia County Comprehensive Plan 2030 is hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are underlined)

**Section 3.04 Definitions.**

**Airport**: Means any area of land or water designed and set aside for the landing and taking off of aircraft and use or to be used in the interest of the public for such purpose.

**Airport hazard**: Means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilties.

**Airport hazard area**: Means any area of land or water upon which an airport hazard might be established.

**Airport obstruction**: Means any existing or proposed object, terrain, or structure construction or alternation that exceeds the federal obstruction standards contained in the 14 C.F.R. part 77, subpart C, as may be amended. This term includes: any object of natural growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

**Airport Obstruction Notification Zone:** A zone established around any airport to regulate airport hazard areas and airport obstructions.

**Avigation easement:** An easement that gives a clear property right to maintain flight operations in the airspace above the property.

**Buffer:** A designated area with natural and/or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses or wetlands, as defined by Florida Statutes.

**Commercial use:** Any non-residential use that is typically carried out for the purpose of monetary gain, including, but not limited to, any business use or activity at a scale greater than a home occupation.

**Compact development:** A development pattern typically featuring narrow streets, multifunction structures (such as residential over retail), multifamily housing, front porches, small lots, wide sidewalks, neighborhood parks,

community landscaping, easily walkable distances from residences to local commercial uses, places of employment, and schools.

**Concurrency:** The condition or circumstance that, at the time that new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards established by the Comprehensive Plan.

**Conservation:** The act of preserving, guarding, or protecting; keeping in a safe or entire state; preservation.

**Conservation subdivision:** A form of residential subdivision characterized by clustered compact lots, common open space and natural features, used to protect agricultural lands, open space or other natural or historical resources while allowing for the maximum number of dwellings under applicable zoning and subdivision regulations.

**Deficiencies:** Inadequacies, insufficiencies, or the falling short of a prescribed norm.

**Density:** An objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.

**Development:** The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. Specific activities or uses involving or excluded from development are defined in Florida Statutes.

**Enhance:** To make greater, as regards value, beauty, or effectiveness; to augment.

**Environmentally sensitive lands:** Those areas of land or water that are determined by the BCC as being necessary to conserve or protect natural habitats and ecological systems. The following classifications are those that have been determined by Escambia County to be environmentally sensitive:

a. Wetlands as defined herein and wetlands as defined by the U.S. Army Corps of Engineers.
b. Shoreline Protection Zones.
c. Aquatic preserves and the Escambia River Management Area.
d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida Administrative Code and as defined and approved by the Florida Legislature.
e. Habitats of threatened or endangered species as defined by the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.
f. Essential Fishery Habitat (EFH), including seagrasses.
g. Floodplain areas defined on the FEMA Flood Insurance Rate Map (FIRM) as areas of special flood hazard subject to a one percent annual chance of flooding.
h. Potable water wells, cones of influence, and potable water well fields.

**Existing communities:** Established residential or mixed-use areas; developed land that contains homes, businesses, and/or other civic and community uses.

**Farm worker:** A person who works on, but does not own, a farm; an agricultural laborer (may be permanent or temporary).

**Financial feasibility:** The ability of a proposed land use or change of land use to justify itself from an economic point of view.

**Floodway:** The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Floor Area Ratio (FAR):** A standard measure of the intensity of non-residential land use, calculated by dividing the total gross floor area of all structures on a lot by the total area of the lot.

**Group home/group home facility:** An occupied residence, licensed by the State of Florida, in which a family living environment is provided for six or fewer unrelated residents with developmental disabilities as defined in Florida Statutes, including such supervision and care by support staff as may be necessary to meet the physical, emotional, and social needs of its residents.

**Hazardous material:** A poison, corrosive agent, flammable substance, explosive, radioactive chemical, or any other material that can endanger human or animal health or wellbeing if handled improperly.

**Hazardous waste:** Material or a combination of materials that require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; or on the health and welfare of the public. Such materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials regulated pursuant to Chapter 62-730, Florida Administrative Code.

**Historic/cultural resource:** Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value as well as all folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

**Impervious surface:** Any surface that does not allow, or that minimally allows, the penetration of water and that is highly resistant to infiltration by water.

**Impervious surface ratio:** A standard measure of the intensity of land use calculated by dividing the total area of all impervious surfaces within a lot by the total area of the lot.

**Incompatible/compatible development:** Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the

other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design.

Compatible development is new development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other.

**Infill development:** The development of new housing or other land uses on vacant or underutilized land in existing developed areas which focuses on the reuse and repositioning of obsolete or underutilized buildings and sites.

**Infrastructure:** Facilities and services needed to sustain land use activities, including but not limited to roads, potable water service, wastewater service, solid waste facilities, stormwater management facilities, power grids, telecommunication facilities, and public schools.

**Invasive species:** A non-indigenous or exotic species that is not native to the ecosystem under consideration and that has the ability to establish self- sustaining, expanding, free-living populations that may cause economic and/or environmental harm or harm to human health.

**Low-impact landscaping:** Landscape design practices that apply Florida- Friendly landscaping principles to reduce water consumption, the use of horticultural chemicals, the loss of native vegetation and wildlife habitat, stormwater runoff, and other negative environmental impacts.

**Mitigation:** Methods used to alleviate or lessen the impact of development.

**Mixed-use:** Any use that includes both residential and nonresidential uses.

**Mobile/manufactured home:** A complete, factory-built, single-family dwelling constructed in accordance with the federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. *Mobile home* is the term used for manufactured homes built prior to June 15, 1976 when the HUD Code became effective.

**Multi-family development:** Residential development containing multi-family dwellings exclusively or predominantly.

**Multi-modal:** A transportation system that involves multiple methods of transporting people and/or goods; this may include pedestrian activity, bicycling, transit (buses and/or rail), and the automobile.

**Native vegetation:** Vegetation that exists naturally, without intervention by humans, in a specific geographic area.

**Natural resources:** Resources provided by the natural environment, including air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and any other such environmental resource identified by Florida Statutes for conservation and protection.

**Non-conforming use:** Any lawfully established use of a structure, land, or water, in any combination that does not conform to the land use regulations of the zoning district or future land use category in which the use is located.

**Non-residential use:** A use characterized by the absence of residences and the presence of primary land uses that include retail, commercial, office, industrial, civic or recreation uses.

**Open space:** Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

**Paratransit system:** A form of public transportation service characterized by the flexible routing and scheduling of small vehicles such as taxis, vans and small buses, to provide shared-occupancy, doorstep or curbside personalized transportation service.

**Performance-oriented controls:** A set of criteria or limits relating to certain characteristics that a particular use or process may not exceed; these regulations are based upon the intensity and impacts of an activity, rather than land use.

**Preserve:** To protect natural resources and/or historic and cultural resources from the negative impacts of human activity, including land development or natural resource extraction, such as mining or logging. Preservation may include permanently protecting land, structures and/or wetlands and water bodies via purchase, conservation easement, regulations, or other methods, and it may include the restoration and management of natural or historic resources.

**Primary dune:** The first natural or manmade dune located landward of the beach with sufficient vegetation, height, continuity, and configuration to offer protective value. The landward extent occurs at the point in which there is a distinct change from a relatively steep slope to a relatively mild slope.

**Public use airport:** Means an airport, publicly or privately owned, licensed by the State, which is open for use by the public.

**Redevelopment:** The removal and replacement, rehabilitation, or adaptive reuse of an existing structure or structures or of land from which previous improvements have been removed.

**Residential use:** Any use for residences, domiciles, or dwellings, including, but not limited to, single-family houses, townhouses, condominiums, and apartments.

**Restoration:** The act of repairing damage to a site with the aim of restoring the site as closely as possible to its natural condition before it was disturbed.

**Revitalization:** The renewal and improvement of older commercial and residential areas through any of a series of actions or programs that encourage and facilitate private and public investment.

**Runway protection zone:** Means an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

**Rural:** A sparsely developed area in which the land is primarily used for agricultural purposes.

**Shoreline, Natural:** Undeveloped or restored areas of shoreline fronting the waters of marine, estuarine, or riverine systems such as bays, bayous, rivers, and streams.

**Sprawl:** Haphazard growth of dispersed, leap-frog and strip development in suburbs and rural areas and along highways; typically, sprawl is automobile- dependent, single use, resource-consuming, and low-density development in previously rural areas and disconnected from existing development and infrastructure.

**Street, collector:** A street providing service that is of relatively moderate traffic volume, moderate trip length, and moderate operating speed and which distributes traffic between local streets or arterial streets.

**Street, major arterial:** A street providing service that is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. Note: Every United States numbered highway is an arterial street.

**Street, minor arterial:** A street providing connections between major activity centers of the county, which augments the major arterial system for local and inter-county traffic by feeding traffic from collector and local street systems onto major arterials.

**Suburban area:** A predominantly low-density residential area located immediately outside of an urban area or a city and associated with it physically and socioeconomically.

**Threatened and endangered species habitat:** An area that contains, or shows factual evidence of, a species that is listed as threatened, endangered, or a species of special concern, including all such areas that are classified as critical habitat by the Florida Fish and Wildlife Conservation Commission (FFWC).

**Urban area:** A highly developed area that contains a variety of industrial, commercial, residential, and cultural uses.

**Urban forest:** Collectively, the trees and other vegetation within and around the developed areas of the county.

**Water-dependent uses:** Uses that require access to water bodies, such as commercial boating or fishing operations.

**Water-related uses:** Uses that do not require a waterfront location to function but are often essential to the efficient functioning of water-dependent uses and can be essential to their economic viability, such as shops, restaurants, parking, boat sales, or fish processing plants.

**Wetlands:** Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or they possess

characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having the soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include, but are not limited to, swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps, and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

**Wildlife habitat:** An area that offers feeding, roosting, breeding, nesting, and refuge areas for a variety of existing and future native wildlife species.

**Section 4. Amendment to Chapter 8 Mobility Element**

Chapter 8, Mobility Element, Section OBJ MOB 4.1 Airport Master Plan of the Escambia County Comprehensive Plan 2030 and Sections MOB 4.1.2 through MOB 4.1.5 are hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are underlined)

**OBJ MOB 4.1 Airport Master Plan**
**Support the implementation activities set forth in the adopted airport master plan for the Pensacola ~~Gulf Coast Regional~~ International Airport as directed by the BCC.**

**POLICIES**

MOB 4.1.1 **Coordinated Land Uses.** Escambia County will coordinate adjacent land uses with the City of Pensacola and the airport master plan to provide development patterns that are compatible with airport development.

MOB 4.1.2 **Permitting**. Escambia County will develop and implement permitting processes for Airport Obstruction Notification and Runway Protection Zones through coordination with the City of Pensacola and the Pensacola International Airport. as required by Chapter 333, Florida Statutes, as amended.

MOB 4.1.~~2~~3 **Incompatible Development.** Escambia County will enforce adopted land development regulations that restrict the height, density and intensity of development in areas adjacent to the airport boundaries, runway protection zones, and clear zones to ensure that incompatible land uses will not be allowed to encroach on airport facilities and hinder airport activities.

MOB 4.1.~~3~~ 4 **County Review.** Escambia County may review and comment on proposed airport development and/or expansion that may impact the County.

MOB 4.1.4~~.~~ 5 **Stormwater Management.** Escambia County will work with the City of Pensacola and Florida Department of Environmental Protection (FDEP) to ensure that adequate stormwater management techniques are provided for existing and future airport development.

**Section 5. Severability**

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

**Section 6. Inclusion in the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or 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**

**Section 7. Effective Date**

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

**DONE AND ENACTED** this_____ day of _____, 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-12348** **Growth Management Report** **16. 1.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 08/03/2017
**Issue:** Action Item - Saufley Field Townhomes Final Plat
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:

Recommendation Concerning Final Plat Saufley Field Townhomes Permit #150500022

That the Board take the following action concerning recording of the Final Plat of Saufley Field Townhomes, (a 48-lot single family residential subdivision), located in the Bellview Community on Saufley Field Road, lying west of U.S. Highway 90 (Mobile Highway). Owned and developed by Saufley Field Development 2016, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name "Royal Port Court";

C. Accept all public easements and right-of-way, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement without Surety.

## BACKGROUND:

The preliminary plat was approved on September 14, 2016. Construction Plans were also approved on September 14, 2016. The Escambia County Department of Public Safety approved the street name "Royal Port Court" on June 13, 2016. Development Services Department inspected the improvements on July 25, 2017, and found improvements substantially complete and in accordance with applicable County

requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the final plat. Staff has reviewed the final plat.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Meredith Crawford on July 19, 2017.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

**IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the, County Surveyor it will be transmitted to the Clerk of Court's Office for Clerks signatures and the recording in the public records of Escambia County, Florida.

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Engineer, County Surveyor, County Building Inspections, County Attorneys Office and Development Services Department.

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**Attachments**

Location/Vicinity Map
2-Year Warranty Agreement
Final Plat
Infrastructure Maintenance Disclosure Form

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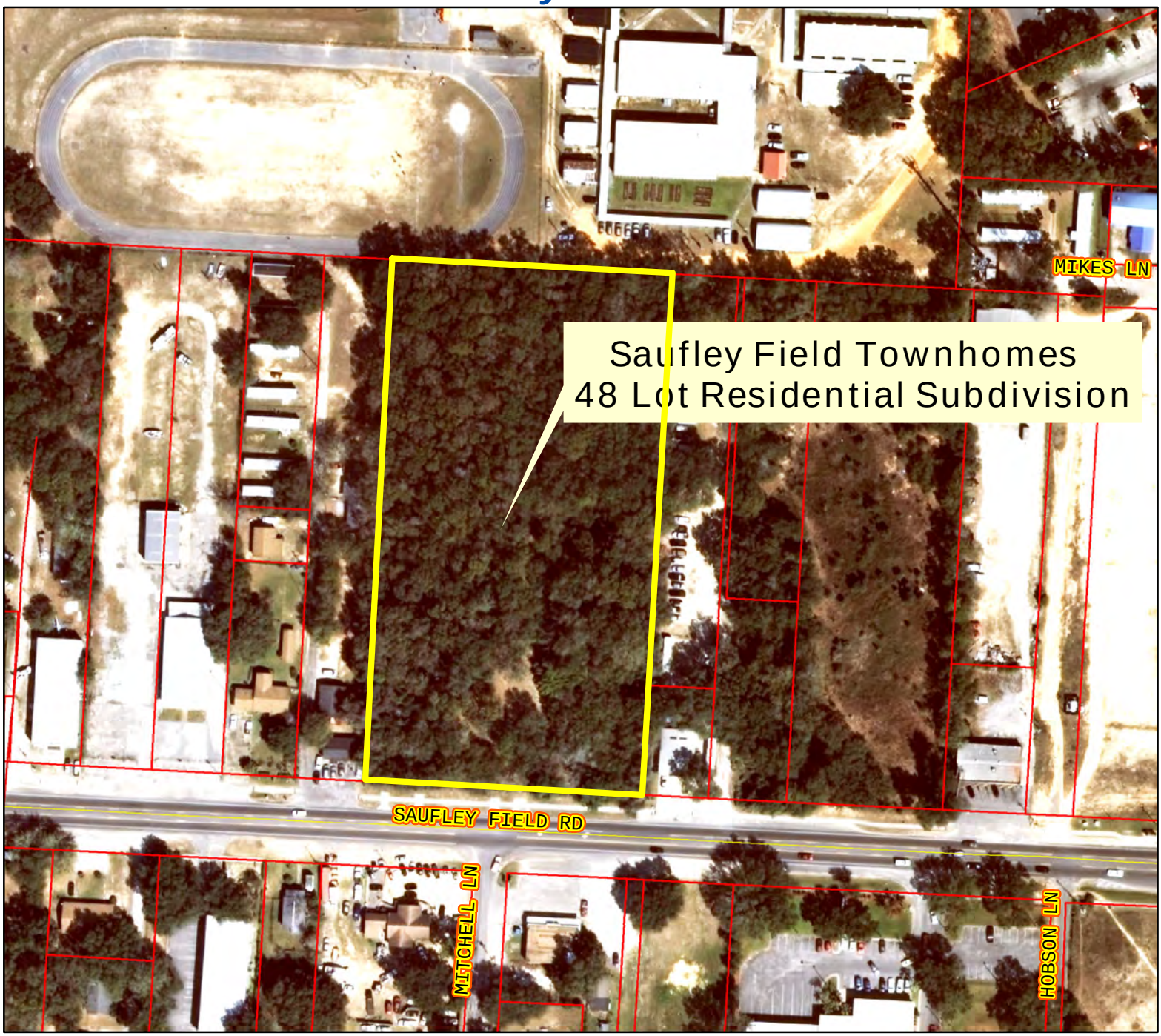
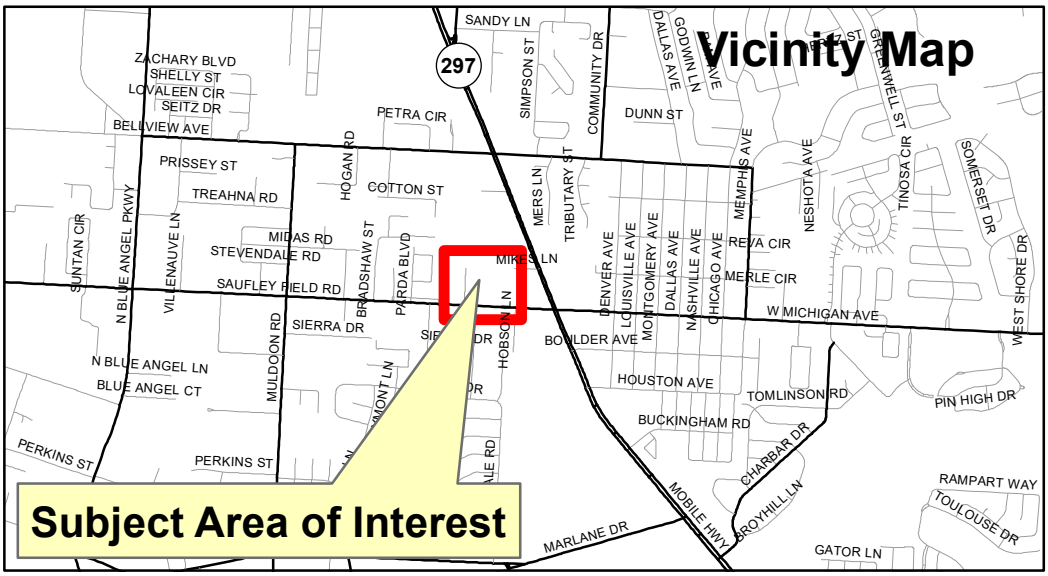
# Final Plat Saufley Field Townhomes

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ESCAMBIA COUNTY FLORIDA

Surveying RGG 07/10/2017

Prepared by:
Geoff LANE, MGR
SAUFLEY FIELD DEVELOP. 2016, LLC
19940 STATE HWY 181
FAIRHOPE, AL 36532

**TWO-YEAR WARRANTY AGREEMENT**
**FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT**
**SURETY/FINANCIAL SECURITY**
**(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between Saufley Field Development 2016, LLC, a limited liability company organized under the laws of the State of Florida whose address is 19940 State Highway 181, Fairhope, AL 36532 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESS ETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Saufley Field Townhomes Development, more particularly described as follows:

See Exhibit A (Legal Description) for Saufley Field Townhomes PB____PG___; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

   a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Will Lowery
(printed name)

WITNESS:

Drew Dolan
(printed name)

DEVELOPER/OWNER:

Saufley Field Development 2016, LLC
(name of limited liability company)

By: _____
(signature)

Geoff Lane
(printed name)

Manager
(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by Geoff Lane, as Manager of Saufley Field Development 2016, LLC, a Florida limited liability company. He is personally known to me.

Kathryn McAleer Huey
Signature of Notary

(Notary Seal )

Name of Notary (printed)
Kathryn McAleer Huey

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: M Crawford, ACA

Date: 7/19/17

# Exhibit A
## Legal Description of Development

RECORD DESCRIPTION:

PARCEL #1: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 495 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SAME COURSE A DISTANCE OF 82.5 FEET; THENCE RUN NORTH 215 FEET; THENCE RUN WEST 82.5 FEET; THENCE RUN SOUTH 215 FEET TO THE SOUTH LINE OF SAID SECTION 39; THENCE RUN WEST 25 FEET; THENCE RUN NORTH 660 FEET; THENCE RUN EAST 190 FEET; THENCE RUN SOUTH 660 FEET TO THE POINT OF BEGINNING. LESS RIGHT OF WAY FOR SAUFLEY FIELD ROAD. PARCEL #2: THE WEST 82.5 FEET OF THE EAST 660 FEET OF THE SOUTH 215 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST 140 FEET OF THE EAST 825 FEET OF THE SOUTH 660 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, LESS THE WEST 20 FEET OF THE EAST 40 FEET OF THE SOUTH 165 FEET, SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. LESS RIGHT OF WAY FOR SAUFLEY FIELD ROAD. PARCEL #3: THE WEST 20 FEET OF THE SOUTH 165 FEET OF THE EAST 725 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. LESS RIGHT OF WAY FOR SAUFLEY FIELD ROAD. (WD BOOK 6506, PAGE 1430)

OVERALL PROPERTY DESCRIPTION AS SURVEYED:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN N-87°12'19"-W, ALONG THE SOUTH LINE OF SAID SECTION 39, 495.00 FEET TO A POINT; THENCE RUN N-2°47'41"-E, LEAVING SAID SOUTH LINE, 50.00 FEET TO A POINT LOCATED ON THE NORTH RIGHT OF WAY OF SAUFLEY FIELD ROAD FOR THE POINT OF BEGINNING; THENCE RUN N-87°12'19"-W, ALONG SAID NORTH RIGHT OF WAY, 330.00 FEET TO A POINT; THENCE RUN N-2°47'41"-E, LEAVING SAID NORTH RIGHT OF WAY, 610.32 FEET TO A POINT; THENCE RUN S-87°12'21"-E, 330.00 FEET TO A POINT; THENCE RUN S-2°47'41"-W, 610.32 FEET TO THE POINT OF BEGINNING, CONTAINING 4.62 ACRES±.

Prepared by: Ercil Godwin, PSM
Sawgrass Consulting, LLC

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
Charles F. Gilbert 9.26.17
DRC Chairman Signature / Date
Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County regulations by a Florida Registered Architect, Engineer, Surveyor or other professional. Review does not relieve the professional of responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All necessary approvals of state/federal permits must be obtained prior to approval of a final plat or the issuance of a building permit.

# FINAL PLAT OF
# SAUFLEY FIELD TOWNHOMES
## BEING A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST; ESCAMBIA COUNTY, FL.
## (JULY, 2017)

CURVE TABLE

| CURVE # | RADIUS | DELTA | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 25.00 | 38°12'52" | 16.67' | 16.37' | N16°18'45"W |
| C2 | 25.00 | 9°58'31" | 4.35' | 4.35' | N40°24'26"W |
| C3 | 50.00 | 24°35'04" | 21.45' | 21.29' | N33°06'09"W |
| C4 | 50.00 | 24°03'22" | 20.99' | 20.84' | N08°46'56"W |
| C5 | 50.00 | 23°04'26" | 20.14' | 20.00' | N14°46'58"E |
| C6 | 50.00 | 9°39'06" | 8.42' | 8.41' | N31°08'43"E |
| C7 | 50.00 | 23°04'26" | 20.14' | 20.00' | N57°09'35"E |
| C8 | 50.00 | 24°05'53" | 21.03' | 20.87' | N80°44'45"E |
| C9 | 50.00 | 24°05'53" | 21.03' | 20.87' | S75°09'22"E |
| C10 | 50.00 | 23°04'26" | 20.14' | 20.00' | S51°34'13"E |
| C11 | 50.00 | 19°18'12" | 16.85' | 16.77' | S30°22'54"E |
| C12 | 50.00 | 23°04'26" | 20.14' | 20.00' | S09°11'35"E |
| C13 | 50.00 | 24°03'22" | 20.99' | 20.84' | S14°22'19"W |
| C14 | 50.00 | 24°35'04" | 21.45' | 21.29' | S38°41'32"W |
| C15 | 25.00 | 9°58'31" | 4.35' | 4.35' | S45°59'49"W |
| C16 | 25.00 | 38°12'52" | 16.67' | 16.37' | S21°54'07"W |
| C17 | 111.00 | 11°40'56" | 22.63' | 22.59' | N08°38'10"E |
| C18 | 100.00 | 11°40'56" | 20.39' | 20.35' | N08°38'10"E |
| C19 | 4.34 | 90°00'00" | 6.82' | 6.14' | N47°47'40"E |
| C20 | 4.34 | 90°00'00" | 6.82' | 6.14' | N42°12'20"W |
| C21 | 50.00 | 9°39'06" | 8.42' | 8.41' | N40°47'49"E |
| C22 | 25.00 | 48°11'23" | 21.03' | 20.41' | N21°18'00"W |
| C23 | 25.00 | 48°11'23" | 21.03' | 20.41' | S26°53'23"W |
| C24 | 50.00 | 276°22'46" | 241.19' | 66.67' | N87°12'20"W |

LINE TABLE

| LINE # | LENGTH | BEARING |
|---|---|---|
| L1 | 4.95' | N02°47'41"E |
| L2 | 18.29' | N84°32'18"W |
| L3 | 16.73' | S11°36'07"E |
| L4 | 16.73' | N17°11'31"E |
| L5 | 18.29' | N89°52'19"W |
| L6 | 4.95' | S02°47'41"W |
| L7 | 4.22' | S02°47'41"W |
| L8 | 8.36' | S14°28'38"W |
| L9 | 12.22' | S02°47'41"W |
| L10 | 12.27' | S02°47'41"W |
| L11 | 9.81' | N02°47'41"E |
| L12 | 10.83' | N14°28'38"E |
| L13 | 0.92' | N14°28'38"E |
| L14 | 18.25' | N02°47'41"E |
| L15 | 18.25' | S02°47'41"W |
| L16 | 25.18' | S30°55'58"E |

SURVEYORS NOTES:

- INFORMATION USED TO PERFORM AND PRODUCE THIS SURVEY ARE PREVIOUS SURVEYS, BY THIS FIRM OR OTHERS, DEEDS OF RECORDS AND/OR OTHER INFORMATION AS PROVIDED BY THE CLIENT. IN ADDITION, THERE MAY BE OTHER INSTRUMENTS OF RECORD WITHIN THE OFFICE OF THE JUDGE OF PROBATE, AS WELL AS OTHER UNRECORDED INSTRUMENTS COULD ENCUMBER AND/OR AFFECT THE BOUNDARIES OF THIS PROPERTY THAT WERE NOT FURNISHED AT THE TIME OF SURVEY.
- BASIS OF BEARING: GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83 (2011), FLORIDA NORTH ZONE STATE PLANE COORDINATES.
- THE LEGAL DESCRIPTIONS SHOWN HEREON ARE PER TITLE POLICY NUMBER 122-160101576, ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC., DATED SEPTEMBER 29, 2016. THAT LEGAL DESCRIPTION DESCRIBED IN SAID TITLE POLICY AS THE "AKA DESCRIBED AS FOLLOWS" DESCRIPTION WAS PREPARED BY ME TO MORE PARTICULARLY ALL OF THAT PROPERTY AS DESCRIBED AS PARCELS 1, 2 AND 3 IN OR BOOK 7598, PG 1187, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. SAID DESCRIPTIONS OF RECORD OF PARCELS 1, 2, AND 3 APPEAR IN SAID TITLE POLICY AND ARE SHOWN HEREON. ALSO, PARCELS 1, 2, AND 3, DESCRIBED IN OR BOOK 7598 PG 1187 LIES WHOLLY WITHIN THE A/K/A DESCRIPTION AND THERE ARE NO GAPS OR GORES.
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88 DATUM.
- THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1% AND .2% ANNUAL CHANCE FLOOD PLAINS. NO BASE FLOOD ELEVATIONS OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0360G, MAP REVISION DATED SEPTEMBER 29, 2006.
- DATE OF FIELD WORK: SEPTEMBER, 2015 & APRIL, 2017
- ALL PRINCIPAL STRUCTURES SHALL HAVE A MINIMUM FINISH FLOOR ELEVATION (FFE) OF 12 INCHES ABOVE THE CENTERLINE OF THE NEAREST PAVED OR PUBLIC STREET OR COMPLY WITH THE MINIMUM FFE AS REQUIRED BY THE ESCAMBIA COUNTY FLOOD PREVENTION ORDINANCE, WHICHEVER IS GREATER.
- ALL LOTS AND COMMON AREAS SHALL HAVE A 5' UTILITY EASEMENT ALONG THE FRONT LOT LINE FOR USE OF ALL UTILITIES INCLUDING CABLE TELEVISION SERVICES.
- FUTURE LAND USE= (MU-U) MIXED USE URBAN
- CURRENT SETBACKS= FRONT-20 FEET
  REAR-15 FEET
  SIDE-0 FEET
- NO HERITAGE TREES ARE PRESENT ON SITE.
- NO FENCES SHALL BE CONSTRUCTED IN THE PUBLIC DRAINAGE RIGHT OF WAYS AND/OR PUBLIC DRAINAGE/ACCESS EASEMENTS. THESE RIGHT OF WAYS AND EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES. FENCES AND ANY OTHER STRUCTURES IN PRIVATE DRAINAGE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
- ALL PLATTED EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE THE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

## CERTIFICATE OF ATTORNEY

I, _____, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, ARTICLE IV.

DATED THIS THE _____ DAY OF _____, 2017.

_____
NAME

## CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____ 2017, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

_____ _____
PAM CHILDERS SEAL
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

## CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2017 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

_____ _____
PAM CHILDERS SEAL
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

## CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2017.

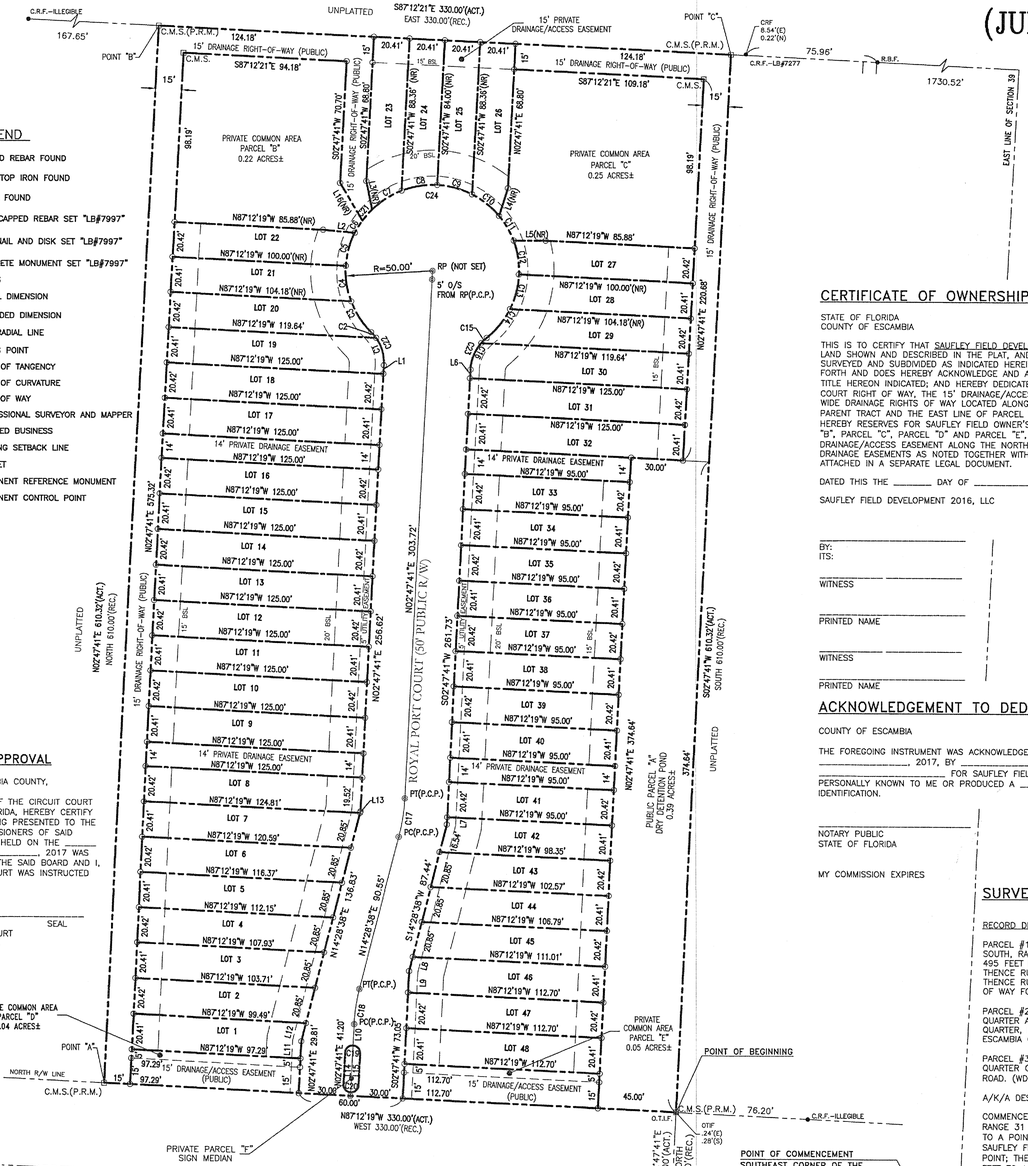
_____
KENNETH J. MONIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4655

## ENGINEER'S CERTIFICATE

I, THOMAS E. GRANGER, AS THE ENGINEER OF RECORD FOR SAUFLEY FIELD TOWNHOMES HEREBY CERTIFY ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

THIS 26th DAY OF July, 2017.

Thomas E. Granger
THOMAS E. GRANGER, P.E.
PROFESSIONAL ENGINEER #46509
STATE OF FLORIDA




## LEGEND

| | |
|---|---|
| ● C.R.F. | CAPPED REBAR FOUND |
| ● O.T.I.F. | OPEN TOP IRON FOUND |
| ● R.B.F. | REBAR FOUND |
| ○ C.R.S. | 1/2" CAPPED REBAR SET "LB#7997" |
| ⊕ P.K.N.S. | "PK" NAIL AND DISK SET "LB#7997" |
| ⊡ C.M.S. | CONCRETE MONUMENT SET "LB#7997" |
| R | RADIUS |
| (ACT.) | ACTUAL DIMENSION |
| (REC.) | RECORDED DIMENSION |
| (NR) | NON-RADIAL LINE |
| RP | RADIUS POINT |
| PT | POINT OF TANGENCY |
| PC | POINT OF CURVATURE |
| R/W | RIGHT OF WAY |
| PSM | PROFESSIONAL SURVEYOR AND MAPPER |
| LB | LICENSED BUSINESS |
| BSL | BUILDING SETBACK LINE |
| O/S | OFF SET |
| P.R.M. | PERMANENT REFERENCE MONUMENT |
| P.C.P. | PERMANENT CONTROL POINT |

STATE PLANE COORDINATE TABLE

| STATION | NORTHING | EASTING | SCALE FACTOR | CONVERGENCE | NORTH | WEST | ELEVATION | COMBINED SCALE FACTOR | ELLIPSOID FACTOR |
|---|---|---|---|---|---|---|---|---|---|
| POINT "A" | 542332.01 | 1084572.88 | 0.9999615 | -01°24'35.93220" | 30°27'40.84612" | 87°18'20.83694" | 72.05' | 0.9999624 | 0.9999866 |
| POINT "B" | 542941.60 | 1084602.62 | 0.9999617 | -01°24'35.84750" | 30°27'46.88542" | 87°18'20.66839" | 77.76' | 0.9999625 | 0.9999863 |
| POINT "C" | 542925.51 | 1084932.22 | 0.9999617 | -01°24'33.95324" | 30°27'46.80647" | 87°18'16.89891" | 73.56' | 0.9999624 | 0.9999865 |

NOTE:
TIES TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE. ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 DATUM.

## SITE DATA:

TOTAL ACREAGE = 4.62 ACRES±
TOTAL LOTS = 48
SMALLEST LOT SIZE = 1,744 SQ. FT.±
PENSACOLA, ESCAMBIA COUNTY, FLORIDA

## CURRENT ZONING:

HDMU – HIGH DENSITY MIXED USE

## OWNER/DEVELOPER:

SAUFLEY FIELD DEVELOPMENT 2016, LLC
29891 WOODROW LANE SUITE #300
DAPHNE, AL 36527

## LAND SURVEYOR:

ERCIL E. GODWIN, P.S.M.
SAWGRASS CONSULTING, LLC
11143 OLD HIGHWAY 31
SPANISH FORT, AL 36527
(251)544-7900

## ENGINEER:

THOMAS E. GRANGER, P.E.
SAWGRASS CONSULTING, LLC
11143 OLD HIGHWAY 31
SPANISH FORT, AL 36527
(251)544-7900
FL. LIC. NO. 46509

N

GRAPHIC SCALE
40 0 40
( IN FEET )
1 inch = 40 ft.

## CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS IS TO CERTIFY THAT SAUFLEY FIELD DEVELOPMENT 2016, LLC IS THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THE PLAT, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREON INDICATED; AND HEREBY DEDICATES TO THE PUBLIC THE 50' ROYAL PORT COURT RIGHT OF WAY, THE 15' DRAINAGE/ACCESS EASEMENT ALONG THE SOUTH LINE, THE 15' WIDE DRAINAGE RIGHTS OF WAY LOCATED ALONG THE WEST, NORTH, AND EAST LINES OF PARENT TRACT AND THE EAST LINE OF PARCEL "B" AND DETENTION POND PARCEL "A", AND HEREBY RESERVES FOR SAUFLEY FIELD OWNER'S ASSOCIATION, INC. COMMON AREAS PARCEL "B", PARCEL "C", PARCEL "D" AND PARCEL "E", SIGN MEDIAN PARCEL "F", THE 15' WIDE DRAINAGE/ACCESS EASEMENT ALONG THE NORTH LINE OF PARENT TRACT AND THE 14' WIDE DRAINAGE EASEMENTS AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS THE _____ DAY OF _____, 2017.

SAUFLEY FIELD DEVELOPMENT 2016, LLC

_____
BY:
ITS:

_____
WITNESS

_____
PRINTED NAME

_____
WITNESS

_____
PRINTED NAME

## ACKNOWLEDGEMENT TO DEDICATION

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY _____, AS _____ FOR SAUFLEY FIELD DEVELOPMENT 2016, LLC. HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED A _____ FOR IDENTIFICATION.

_____
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES

## CONSENT AND JOINDER OF MORTGAGE

D.R. HORTON, INC., THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY PURSUANT TO THAT CERTAIN MORTGAGE EXECUTED BY SAUFLEY FIELD DEVELOPMENT, LLC, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION, RESERVATION AND PLATTING AS SET FORTH HEREIN AND SUBORDINATES ITS INTERESTS IN ALL RESPECTS IN AND TO THE PROPERTY DESCRIBED HEREON TO SUCH DEDICATION, RESERVATION AND PLATTING.

D.R. HORTON, INC. SAUFLEY FIELD DEVELOPMENT, LLC

_____ _____
BY: BY:
ITS: ITS:

_____ _____
WITNESS WITNESS

_____ _____
PRINTED NAME PRINTED NAME

_____ _____
WITNESS WITNESS

_____ _____
PRINTED NAME PRINTED NAME

## ACKNOWLEDGEMENT OF CONSENT AND JOINDER

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017, BY _____, AS _____ FOR D.R. HORTON, LLC. HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED A _____ FOR IDENTIFICATION.

_____
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES

## SURVEYOR'S CERTIFICATE AND DESCRIPTION OF LAND PLATTED

RECORD DESCRIPTION PER OWNER'S TITLE POLICY FILE NUMBER 122-160101576:

PARCEL #1: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 495 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SAME COURSE A DISTANCE OF 82.5 FEET; THENCE RUN NORTH 215 FEET; THENCE RUN WEST 82.5 FEET; THENCE RUN SOUTH 215 FEET TO THE SOUTH LINE OF SAID SECTION 39; THENCE RUN WEST 25 FEET; THENCE RUN NORTH 660 FEET; THENCE RUN EAST 190 FEET; THENCE RUN SOUTH 660 FEET TO THE POINT OF BEGINNING. LESS RIGHT OF WAY FOR SAUFLEY FIELD ROAD.

PARCEL #2: THE WEST 82.5 FEET OF THE EAST 660 FEET OF THE SOUTH 215 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST 140 FEET OF THE EAST 825 FEET OF THE SOUTH 660 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, LESS THE WEST 20 FEET OF THE EAST 40 FEET OF THE SOUTH 165 FEET, SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. LESS RIGHT OF WAY FOR SAUFLEY FIELD ROAD.

PARCEL #3: THE WEST 20 FEET OF THE SOUTH 165 FEET OF THE EAST 725 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. LESS RIGHT OF WAY FOR SAUFLEY FIELD ROAD. (WD BOOK 6506, PAGE 1430).

A/K/A DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN N-87°12'19"-W, ALONG THE SOUTH LINE OF SAID SECTION 39, 495.00 FEET TO A POINT; THENCE RUN N-02°47'41"-E, LEAVING SAID SOUTH LINE, 50.00 FEET TO A POINT LOCATED ON THE NORTH RIGHT OF WAY OF SAUFLEY FIELD ROAD FOR THE POINT OF BEGINNING; THENCE RUN N-87°12'19"-W, ALONG SAID NORTH RIGHT OF WAY, 330.00 FEET TO A POINT; THENCE RUN N-02°47'41"-E, LEAVING SAID NORTH RIGHT OF WAY, 610.32 FEET TO A POINT; THENCE RUN S-87°12'21"-E, 330.00 FEET TO A POINT; THENCE RUN S-02°47'41"-W, 610.32 FEET TO THE POINT OF BEGINNING, CONTAINING 4.62 ACRES±.

I HEREBY CERTIFY THAT THE PLAT OR MAP CONTAINED HEREON WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED ABOVE IS DIVIDED AND, THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA ADMINISTRATIVE CODE, CHAPTER 177, PART 1, PLATTING, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

07/26/17

ERCIL E. GODWIN, PSM DATE
FLORIDA PSM LICENSE NUMBER 6528
FLORIDA LB NUMBER 7997

SAWGRASS CONSULTING, LLC
11143 OLD HIGHWAY 31
SPANISH FORT, AL 36527

07/26/17

RESTRICTIVE COVENANTS
OR BOOK PAGE

PLAT BOOK PAGE

Sawgrass CONSULTING, LLC
ENGINEERING – SURVEYING – CONSTRUCTION MANAGEMENT
11143 Old Highway 31 Spanish Fort, AL 36527 Phone: (251) 544-7900

# RESIDENTIAL SALES
# INFRASTRUCTURE MAINTENANCE DISCLOSURE

**ATTENTION:** Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

**If additional space is needed, please check box and attach additional pages.**

**Name of Subdivision:** Saufley Field Townhomes
**Lots & Blocks: ALL** _____ **(All or Specify)**

| Responsibility of Infrastructure Maintenance Disclosure | | |
|---|---|---|
| **Type of Infrastructure** | **Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner) | **Ownership** |
| Road(s) | Escambia | Escambia |
| Bridge(s) | N/A | N/A |
| Retention Pond(s) | Escambia | Escambia |
| Stormwater Conveyance or Easements (rear yard) | Escambia (Lots 1-22 and Lots 27-32)<br>Association (Lots 23-26)<br>Escambia-Detention Pond (Lots 33-48) | Escambia (Lots 1-22 and Lots 27-32)<br>Association (Lots 23-26)<br>Escambia-Detention Pond (Lots 33-48) |
| Easements between lots (side yard) | Private | Private |
| Sewer Lift Station Central | N/A | N/A |
| Sewer System | ECUA | ECUA |
| Water System | ECUA | ECUA |
| Gas | N/A | N/A |
| Other (i.e. Clubhouse) | N/A | N/A |

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

D.R. Horton
Seller's Name
25366 Profit Drive
Address
Daphne, AL 36526
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____ Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ Witness' Name: _____

Buyer's Name: _____ Witness' Name: _____

Effective:

Page___of_____. You must note the total number of pages provided in this space.

**SUBDIVISION NAME: Saufley Field Townhomes**

| Lot | Block | Type of Infrastructure | Responsible Entity | Ownership |
|---|---|---|---|---|
| 1-8 | | 15' Drainage ROW (Public) along the rear Property Line | Escambia County | Escambia County |
| 1 | | 5' Private Common Area (Parcel D) along south property line | Association | Association |
| 8 | | 14' Private Drainage Easement along north property line | Association | Association |
| 9-16 | | 15' Drainage ROW (Public) along the rear Property Line | Escambia County | Escambia County |
| 9 | | 14' Private Drainage Easement along south property line | Association | Association |
| 16 | | 14' Private Drainage Easement along north property line | Association | Association |
| 17-22 | | 15' Drainage ROW (Public) along the rear Property Line | Escambia County | Escambia County |
| 17 | | 14' Private Drainage Easement along south property line | Association | Association |
| 22 | | Private Common Area Parcel "B" along north property line | Association | Association |
| 23 | | 15' Drainage ROW (Public) along the west Property Line | Escambia County | Escambia County |
| 23-26 | | 15' Private Drainage/Access Easement along the rear property line | Association | Association |
| 26 | | Private Common Area Parcel "C" along east property line | Association | Association |
| 27-32 | | 15' Drainage ROW (Public) along the rear Property Line | Escambia County | Escambia County |
| 27 | | Private Common Area Parcel "C" along north property line | Association | Association |
| 32 | | 14' Private Drainage Easement along south property line | Association | Association |
| 33-40 | | Public Parcel "A" to Detention Pond along the rear property line | Escambia County | Escambia County |
| 33 | | 14' Private Drainage Easement along north property line | Association | Association |

| | | | | |
|---|---|---|---|---|
| 40 | | 14' Private Drainage Easement along south property line | Association | Association |
| 41-48 | | Public Parcel "A" to Detention Pond along the rear property line | Escambia County | Escambia County |
| 41 | | 14' Private Drainage Easement along north property line | Association | Association |
| 48 | | Private Common Area Parcel "E" along south property line | Association | Association |
| 1-48 | | 5' Utility Easement along front property line | Escambia County | Lot Owner |

*Saufley Field Townhome Homeowners Association, Inc. (Association)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12518** **Growth Management Report** **16. 2.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 08/03/2017
**Issue:** Action Item - Airport Runway Protection Zones Interlocal Agreement
**From:** Horace Jones, Director
**Organization:** Development Services

## RECOMMENDATION:
Recommendation Concerning the Review of an Interlocal Agreement for Airport Hazard and Incompatible Land Use Zoning

That the Board of County Commissioners (BCC) review and authorize the Chairman to sign the interlocal agreement for airport hazard and incompatible land use zoning, pursuant Chapter 333, Florida Statutes, between Escambia County and the City of Pensacola.

## BACKGROUND:
F.S. 333.03 requires that every political subdivision having an airport hazard area within their territorial limits shall adopt, administer, and enforce, airport protection zoning regulations for such airport hazard area. If an airport is owned or controlled by a political subdivision and if any other political subdivision has land upon which an obstruction may be constructed or altered which underlies any surface of the airport as provided in 14 C.F.R. part 77, sub-part C, the political subdivisions shall either by interlocal agreement, adopt, administer, and enforce a set of airport protection zoning regulations.

## BUDGETARY IMPACT:
No budgetary impact is anticipated by the approval of the agreement.

## LEGAL CONSIDERATIONS/SIGN-OFF:
The attached interlocal agreement 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 action.

## POLICY/REQUIREMENT FOR BOARD ACTION:

That the Board approve the draft interlocal agreement for execution.

**IMPLEMENTATION/COORDINATION:**

The proposed agreement was prepared by the City of Pensacola in cooperation with Development Services and the County Attorney's Office.

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**Attachments**

Interlocal Agreement

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

# INTERLOCAL AGREEMENT FOR AIRPORT HAZARD AND INCOMPATIBLE LAND USE ZONING, PURSUANT CHAPTER 333, FLORIDA STATUTES BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA

**THIS AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

**WITNESSETH:**

**WHEREAS,** the parties have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS,** the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS,** the County and City constitute "political subdivisions" pursuant to Chapter 333, Florida Statutes, with respect to the adoption and enforcement of airport zoning regulations under the provision of that statute; and

**WHEREAS**, airport hazards may endanger property and the lives of occupants of land in its vicinity; and

**WHEREAS,** airport hazards may reduce the size of the area available for the taking off, maneuvering, or landing of aircraft, thus tending to destroy or impair the utility of the airport and the public investment therein; and

**WHEREAS,** certain activities and uses of land in the immediate vicinity of airports as enumerated in § 333.03(2) are not compatible with normal airport operations, and may, if not regulated, also endanger the lives of the participants and neighboring communities, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

**WHEREAS,** the creation or establishment of airport hazard areas, runway protection zones, and regulation of the incompatible use of land in airport vicinities protect the community served by the airport from public nuisances and injury; and

**WHEREAS,** it is necessary and in the public interest of the public health, public safety, and general welfare of the citizens of the City of Pensacola and Escambia County that the creation of airport hazard zones, runway protection zones, and the regulation of incompatible land uses be established; and

**WHEREAS,** elimination and prevention of airport hazards and incompatible land uses are

public purposes for which political subdivisions may raise or expend public funds and acquire land or property interests therein, or air rights thereover; and

**WHEREAS**, the City owns and operates the Pensacola International Airport (hereinafter, "PNS"), which is situated within the municipal limits of the City; and

**WHEREAS**, the Airport Hazard Area, as defined in §333.01(4), Florida Statutes, as it pertains to PNS, is located almost entirely within the City's municipal limits; and

**WHEREAS,** the County owns and operates a heliport at the Perdido Key Fire Station; and

**WHEREAS,** the heliport hazard area is located entirely within the County; and

**WHEREAS,** there are multiple public and private airports located within the incorporated and unincorporated areas of the County, as outlined in **Exhibit A** to this agreement; and

**WHEREAS, some** Airport Hazard Areas are located wholly or partly in the unincorporated areas of Escambia County, while other such areas are located wholly or partly in the territorial limits of the City; and

**WHEREAS,** the County and the City have heretofore adopted regulations pursuant to Chapter 333, Florida Statutes, but those regulations are presently in need of updating to comply with subsequent changes to the statute; and

**WHEREAS**, the County and the City are required by §333.03(1)(b), Florida Statutes, to either: 1) enter an interlocal agreement in accordance with §333.03(1)(b)(1), or 2) by ordinance or resolution create a joint airport zoning board pursuant to § 333.03(1)(b)(2); and

**WHEREAS,** the County and the City have determined that the requirements of §333.03(1)(b) can best be complied with by this Interlocal Agreement (hereafter, the "Agreement"); and

**WHEREAS**, by entering into this Agreement pursuant to the provisions of §163.01 and §333.03(1)(b)(1), the County and the City acknowledge their obligation, in conformity with §333.03(1)(b)(1) to adopt, administer, and enforce updated airport zoning regulations applicable to the airport hazard areas, and restricting the use of land adjacent to or in the immediate vicinity of airport activities and purposes compatible with the continuation of normal airport operations including landing and takeoff of aircraft to promote public health, safety and general welfare; and

**WHEREAS,** the purpose of all airport zoning regulations is to provide both airspace protection and provide for land uses that are compatible with airport operations; and

**WHEREAS,** each aspect of this purpose requires independent justification to promote the public interest in safety, health, and general welfare; and

**WHEREAS,** the parties have determined that it is in the best interest of the health, safety,

and welfare of the citizens of both the incorporated and unincorporated areas of Escambia County that the County and the City enter this agreement for cooperation as provided herein.

**NOW THEREFORE,** for an in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

## Article 1
## Purpose

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will adopt, administer, and enforce, under the police power and in the matter and upon the conditions prescribed in Chapter 333, Florida Statutes, airport protection zoning regulations for such airport hazard area.

## Article 2
## Definitions

2.1 "Airport" means any area of land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.

2.2 "Airport hazard" means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

2.3 "Airport hazard area" means any area of land or water upon which an airport hazard might be established.

2.4 "Airport land use compatibility zoning" means airport zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of airports.

2.5 "Airport master plan" means a comprehensive plan of an airport which typically describes current and future plans for airport development designed to support existing and future aviation demand.

2.6 "Airport protection zoning regulations" means airport zoning regulations governing airport hazards.

2.7 "Department" means the Department of Transportation as created under §20.23, Florida Statutes.

2.8 "Educational facility" means any structure, land, or use that includes a public or private kindergarten through 12th grade school, charter school, magnet school, college campus, or university campus. The term does not include space used for educational purposes within a multitenant building.

2.9 "Landfill" has the same meaning as provided in §403.703, Florida Statutes.

2.10 "Obstruction" means any existing or proposed object, terrain, or structure construction or alteration that exceeds the federal obstruction standards contained in 14 C.F.R. part 77, subpart C. The term includes:

a. Any object of natural growth or terrain;
b. Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
c. Alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

2.11 "Person" means any individual, firm, co-partnership, corporation, company, association, joint-stock association, or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

2.12 "Political subdivision" means the local government of any county, municipality, town, village, or other subdivision or agency thereof, or any district or special district, port commission, port authority, or other such agency authorized to establish or operate airports in the state.

2.13 "Public-use airport" means an airport, publicly or privately owned, licensed by the state, which is open for use by the public.

2.14 "Runway protection zone" means an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

2.15 "Structure" means any object constructed, erected, altered, or installed, including, but not limited to, buildings, towers, smokestacks, utility poles, power generation equipment, and overhead transmission lines.

## Article 3
## Responsibilities of the Parties

3.1 Pursuant to the procedures specified in Chapter 333, Florida Statutes, the County has adopted, and shall amend as required from time to time, the Airport Zoning Regulations set forth in its Land Development Code and its Comprehensive Plan, relating to, among other things, the height of buildings, structures, and natural objects, and uses of property, in compliance with §§ 333.01–333.13, Florida Statutes.

3.2 Pursuant to the procedures specified in Chapter 333, Florida Statutes, the City has adopted, and shall amend as required from time to time, the Airport Zoning Regulations set forth in its Code of Ordinances and its Comprehensive Plan, relating to, among other things, the height of buildings, structures, and natural objects, and uses of property, in compliance with §§ 333.01– 333.13, Florida Statutes.

3.3 Both the County and the City shall provide a process, within its respective jurisdiction, to:

a. Issue or deny permits.
b. Provide a copy of complete applications for any permit to the Department of Transportation, aviation office.
c. Enforce the issuance or denial of a permit or other determination.

d. Establish a process for appeals as required by §333.09(3), Florida Statutes.

3.4 The Airport Zoning Regulations for both the County and the City shall require, but not be limited to, the following:

a. A permit for construction or alteration of any obstruction;
b. Obstruction marking and lighting for obstructions;
c. Documentation showing compliance with the federal requirement for notification of proposed construction or alteration of structures and a valid aeronautical study submitted by each person applying for a permit;
d. Consideration of the criteria in §333.025(6) and §333.07(2), as amended, when determining whether to issue or deny a permit, which such criteria shall include but not be limited to:
    1) The safety of persons on the ground and in the air.
    2) The safe and efficient use of navigable air space.
    3) The nature of the terrain and height of existing structures.
    4) The effect of the construction or alteration of an obstruction on the state licensing standards for a public-use airport contained in Chapter 330, Florida Statutes, and rules adopted thereunder.
    5) The character of existing and planned flight operations and developments at public-use airports.
    6) Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.
    7) The effect of the construction or alteration of an obstruction on the minimum descent altitude or the decision height at the affected airport.
    8) The cumulative effects on navigable airspace of all existing obstructions on the minimum descent altitude or the decision height at the affected airport.
    9) Any additional requirements adopted by the County or City pertinent to evaluation and protection of airspace and airport operations.
e. The approval of a permit shall not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard.
f. In issuing a permit, the County or the City shall require the owner of the obstruction to install, operate, and maintain thereon, at his or her own expense, marking and lighting in conformance with the specific standards established by the Federal Aviation Administration.

3.5 Both the County and the City shall adopt, administer, and enforce airport land use zoning regulations.

3.6 Both the County and the City's airport land use zoning regulations shall include, but not be limited to, the following:

a. The prohibition of new landfills and the restriction of existing landfills within the following areas:
    1) Within 10,000 feet from the nearest point of any runway used or planned to be used by turbine aircraft.
    2) Within 5,000 feet from the nearest point of any runway used by only nonturbine aircraft.
    3) Outside the perimeters defined in subparagraphs 3.6(a)(1) and (2) of this Agreement, but still within the lateral limits of civil airport imaginary surfaces defined in 14 C.F.R. s. 77.19. Case-by-case review of such landfills is advised.
b. Where any landfill is located and constructed in a manner that attracts or sustains

hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.

c. Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 C.F.R. part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, the prohibition of incompatible uses, as established in the noise study in 14 C.F.R. part 150, Appendix A or as a part of an alternative Federal Aviation Administration- approved public study, within the noise contours established by any of these studies, except if such uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study.
d. Where an airport authority or other governing body operating a public-use airport has not conducted a noise study, the prohibition of residential construction and any educational facility, except aviation school facilities, within an area contiguous to the airport measuring one-half the length of the longest runway on either side of and at the end of each runway centerline.
e. The restriction of new incompatible uses, activities, or substantial modifications to existing incompatible uses within runway protection zones.

3.7 Both the County and the City shall independently provide a copy of all its airport zoning regulations and airport land use compatibility zoning regulations, and any related amendments, to the State of Florida Department of Transportation's aviation office within thirty (30) days after adoption.

3.8 Paragraph 3.6 shall not be construed to require the removal, alteration, sound conditioning, or other change, or to interfere with the continued use or adjacent expansion of any educational facility or site in existence on July 1, 1993.

3.9 Neither the County nor the City is prohibited from establishing airport zoning regulations more restrictive than prescribed in Chapter 333, Florida Statutes, in order to protect the health, safety, and welfare of the public in the air and on the ground.

3.10 In the event of any conflict between any airport zoning regulations adopted under Chapter 333, Florida Statutes, and any other regulations applicable to the same area, whether the conflict be with respect to the height of the structures or vegetation, the use of land, or any other matter, and whether such regulations were adopted by the political subdivision that adopted the airport zoning regulations or by some other political subdivision, be it the County or the City or another, the more stringent limitation or requirement shall govern and prevail.

3.11 Both the County and the City, in their respective capacities, by action of their legislative bodies, shall adopt, amend, or repeal any airport zoning regulations only after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the hearing shall be published at least once a week for two consecutive weeks in a newspaper of general circulation in the political subdivision or subdivisions where the airport zoning regulations are to be adopted, amended, or repealed.

3.12 Both the County and the City agree all airport zoning regulations adopted shall be reasonable and may not impose any requirement or restriction which is not reasonably necessary to effectuate the purposes of Chapter 333, Florida Statutes. Both the County and the City shall consider, among other things, the character of the flying operations expected to be conducted at the airport, the nature of the terrain within the airport hazard area and runway protection zone, the character of the neighborhood, the uses to which the property to be zoned is put and adaptable, and the impact of any new use, activity, or construction on the airport's operating capability and capacity.

3.13 Both the County and the City agree that construction in a runway protection zone which does not exceed airspace height restrictions is not conclusive that such use, activity, or construction is compatible with airport operations.

3.14 Both the County and City agree that any airport protection zoning regulation adopted may not require the removal, lowering, or other change or alteration of any structure not conforming to the regulation when adopted or amended, or otherwise interfere with the continuance of any nonconforming use, except as otherwise provided.

3.15 Both the County and the City shall each develop a permitting scheme for permitting of airspace obstructions.

3.16 Both the County and City agree that their individual permitting schemes shall substantially comply with §333.07, Florida Statutes, including but not limited to:

a. A person proposing to construct, alter, or allow an airport obstruction in an airport hazard area in violation of the airport protection zoning regulations adopted under this chapter must apply for a permit. A permit may not be issued if it would allow the establishment or creation of an airport hazard or if it would permit a nonconforming obstruction to become a greater hazard to air navigation than it was when the applicable airport protection zoning regulation was adopted which allowed the establishment or creation of the obstruction, or than it is when the application for a permit is made.

b. If the County or City determines that a nonconforming obstruction has been abandoned or is more than 80 percent torn down, destroyed, deteriorated, or decayed, a permit may not be granted if it would allow the obstruction to exceed the applicable height limit or otherwise deviate from the airport protection zoning regulations. Whether an application is made for a permit, the owner of the nonconforming obstruction may be required, at his or her own expense, to lower, remove, reconstruct, alter, or equip such obstruction as may be necessary to conform to the current airport protection zoning regulations. If the owner of the nonconforming obstruction neglects or refuses to comply with such requirement for 10 days after notice, the County or the City, through its appropriate agency, may proceed to have the obstruction so lowered, removed, reconstructed, altered, or equipped and assess the cost and expense thereof upon the owner of the obstruction or the land whereon it is or was located.

3.17 All zoning regulations adopted by the County or the City shall provide for the administration and enforcement of such regulations by the entity imposing same. The duties of each shall include that of hearing and deciding all permits, as they pertain to the jurisdiction, and all other matters applying to said jurisdiction.

3.18 Both the County and the City agree if a nonconforming obstruction is determined to be an airport hazard and the owner will not remove, lower, or otherwise eliminate it; the approach protection necessary cannot, because of constitutional limitations, be provided by airport zoning regulations; or it appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations, then either the County or the City within which the property or nonconforming obstruction is located, or the political subdivision owning or operating the airport or being served by it, may acquire, by purchase, grant, or condemnation in the manner provided by Chapter 73, Florida Statutes, such property, air right, avigation easement, or other estate, portion, or interest in the property or nonconforming obstruction or such interest in the air above such property, in question, as may be necessary to effectuate the purposes of this chapter, and in so doing, if by condemnation, to have the right to take immediate possession of the property, interest in property, air right, or other right sought to be condemned, at the time, and in the manner and form, and as authorized by Chapter 74. In the case of the purchase of any property, easement, or estate or interest therein or the acquisition of the same by the power of eminent domain, the political subdivision making such purchase or exercising such power shall, in addition to the damages for the taking, injury, or destruction of property, also pay the cost of the removal and relocation of any structure or any public utility that is required to be moved to a new location.

3.19 The County shall apply the Airport Zoning Regulations as set forth in its Land Development Code and Comprehensive Plan.

3.20 The City shall apply the Airport Zoning Regulations as set forth in its Code of Ordinances and Comprehensive Plan.

3.21 Both the County and the City shall enforce its airport zoning regulations to 1) assure compliance with the minimum requirements set forth in Section 333.03(1)(c), Florida Statutes; 2) meet the intent of the FAA reviewed and accepted noise exposure maps, including the noise exposure maps in the final FAA approved Part 150 Noise Study, by adopting new zoning overlays compatible with those shown in the Part 150 Noise Study; and 3) make clear its intent to prevent encroachment into the Airport operational area or the FAA, Title 14, CFR, Part 77, airspace surfaces.

3.22 Each party shall, in writing, notify the other of each and every of the following:

a. Amendments. Any proposed amendment to their respective Code or Comprehensive Plan or any Airport Master Plan that may directly or indirectly affect any property within the area depicted in the Airport Zoning Regulations, or the Airport Hazard Area as defined in Section 333.01(4), Florida Statutes, or that may directly or indirectly impact the other party, shall be disclosed to the other party no later than thirty (30) calendar days prior to the date set for the initial Local Planning Agency public hearing to consider such amendments.

b. Applications. Obstacle Hazards to Air Navigation. Any Application for development activity, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance, or any other official action of a party that will have the effect of permitting the development or alteration of land or a structure (hereafter,

"Application") for any property owned or controlled by any petitioner required to provide notice or prevent a hazard defined by Section 333.02, Florida Statutes, and/or Title 14, CFR, Parts 77.13, 77.17, 77.21, 77.23, 77.25, and 77.29, which include notice requirements and technical definitions for obstacles dangerous to air navigation, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.

c. Applications. Noise Compatible Land Use. Any Application for development activity for any property within the area of the noise contour as designated in the Airport Zoning Regulations, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance or any other action of a party which would have the effect of permitting development or alteration of land or structure, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.

d. Applications. Education Facilities Near Airports. Any Application for a public or private educational facility within any area starting at any end of any Airport runway, extending one-half the length of the longest runway on either side of and at the end of each runway centerline, as defined by Section 333.03(2)(d), Florida Statutes, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.

e. Applications. Staff Discretion. Any Application for development activity that could reasonably be expected to have an impact on the other party shall be disclosed to the other party within ten (10) calendar days of the filing of such Application. Applications expected to have an impact on the other party include, without limitation, any Application reflecting a potential hazard to air navigation or a potential land use that is incompatible with normal airport operations or endangers the public health, safety or welfare, as described in Section 333.03(2) and (3), Florida Statutes; any Application subject to Florida Department of Transportation (hereafter, "FDOT") Aviation or FAA permits or findings; and any Application for activities such as sanitary landfills, bird and other wildlife attractants, congregations of people, or emissions of light, smoke or other impairments to visibility.

f. Correspondence. When any party corresponds with the FAA or the FDOT regarding land uses at an Airport or any Airport operations, regarding any matter that could reasonably expected to have an impact on the other party, the party shall simultaneously provide the potentially impacted party with a copy of said correspondence.

3.23 Comments. Each party may provide comments on any Code, Plan, or Airport Master Plan amendment or Application for which notice was provided as required in Paragraph 3.22, above, within fourteen (14) calendar days of receipt of notice as to any building permit and within thirty (30) calendar days of receipt of notice as to all other applications and the party may request that such time be extended to enable the application to be considered. All comments provided pursuant this Paragraph must be considered by the Party before making its final decision regarding each such amendment or Application.

3.24 FDOT Obstruction Permits Required. The Airport Zoning Regulations shall continue to require that no development order be issued by the City or by the County for the construction or alteration of structures dangerous to air navigation or for structures governed by Title 14, CFR, Part 77 unless a permit has first been obtained from FDOT Aviation (or FDOT Aviation confirms that no such permit is required), as applicable. Each jurisdiction shall be given the opportunity to review and make recommendations regarding whether the issuance of such permit adversely impacts its Airport operations.

## Article 4
## General Provisions

4.1 Termination and Amendment: This agreement shall commence on the Effective Date, as provided in paragraph 4.14. This Agreement may be amended from time to time, as deemed desirable or necessary, and shall be amended, to the extent required by law; and shall continue until lawfully terminated by mutual agreement.

4.2 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the City and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

4.3 Insurance: Each party shall insure its own interests through appropriate insurance policies of through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

4.4 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

4.5 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

4.6 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.

4.7 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.

4.8 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 either party 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, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto because one party may have drafted or prepared any of the terms and provisions hereof. The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this agreement.

4.9 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

4.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

4.11 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia. Chapter 333, Florida Statutes, Airport Zoning, and Title 14, CFR, Part 77, Objects Affecting Navigable Airspace, subparts A, B, and C shall be utilized to clarify ambiguities, if any, regarding relevant aspects of the Agreement, including its scope, use, obstruction standards and definitions. Future amendments to Chapter 333 or Part 77 may also be utilized to clarify ambiguities with respect to the interpretation of this Agreement.

4.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY:
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

4.13 No Waiver: The failure of a party 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.

4.14 Effective Date: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

4.15 Enforcement of Agreement. Each party hereto may enforce this Agreement by any legal means whatsoever.

**THIS SPACE INTENTIONALLY BLANK**

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor.

**COUNTY:**
Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.
By/Title: M Crawford, ACA
Date: 7/7/17

**THE CITY OF PENSACOLA,**
**A FLORIDA MUNICIPAL CORPORATION**

By: [signature] FOR
Ashton J. Hayward III, Mayor

ATTEST:

Date: 7/7/17

By: [signature]
ASST. City Clerk

(Seal)

LEGAL IN FORM AND VALID AS DRAWN:
[signature]
CITY ATTORNEY

APPROVED AS TO CONTENT
[signature]
AIRPORT DIRECTOR

# EXHIBIT A

**Escambia County Public and Private Airports, Florida:**

All public airports and private airports in Escambia County, FL are listed below. Public airports include major hubs and airfields used for large carriers, jet liners and international flights as well as smaller public charter flights and personal aircraft. Private airports may require special permission, a private membership or use private charter flights.

| | |
|---|---|
| Collier/Pine Barren Airpark Airport – FD89<br>Century, Florida<br>Facility Usage: Private | Neal Collier<br>3251 S Pine Barren Rd<br>Mc David, FL 32568<br>(904) 478-6477 |
| Baptist Hospital Heliport – FL85<br>Pensacola, Florida<br>Facility Usage: Private | Baptist Hospital<br>1000 W Moreno St<br>Pensacola, FL 32501<br>(850) 434-2304 |
| Coastal Airport – 83J **(Closed)**<br>Pensacola, Florida<br>Facility Usage: Public | Coastal Airport L.C.V.<br>6001 West Nine Mile Rd<br>Pensacola, FL 32526<br>(850) 944-1284 |
| Saufley Field NOLF – NUN **(Closed)**<br>Pensacola, Florida<br>Facility Usage: Private | U.S. Navy<br>COMTRAWING<br>NAS Whiting Field, FL 32570 |
| Ferguson Airport – 82J<br>Pensacola, Florida<br>Facility Usage: Public | Brown Helicopter, Inc.<br>10100 Aileron Ave<br>Pensacola, FL 32506<br>(850) 455-0971 |
| Pensacola NAS/Forrest Sherman Field Airport – NPA<br>Pensacola, Florida<br>Facility Usage: Private | U.S. Navy<br>Oceanographic OFC-Code 3142<br>Washington, DC 20373<br>(850) 452-2735 |
| Pensacola International Airport – PNS<br>Pensacola, Florida<br>Facility Usage: Public | City of Pensacola<br>2430 Airport Blvd, Suite 225<br>Pensacola, FL 32504<br>(850) 436-5000 |
| Sacred Heart Hospital Heliport – 9FD1<br>Pensacola, Florida<br>Facility Usage: Private | Sacred Heart Hospital<br>5151 North 9th Ave<br>Pensacola, FL 32504<br>(850) 416-7572 |
| West Florida Regional Medical Center Heliport – FL24<br>Pensacola, Florida<br>Facility Usage: Private | W FL Regional Medical Center<br>8383 N Davis Hwy<br>Pensacola, FL 32523<br>(904) 494-4000 |
| Mc Kinnon Airpark Airport – 48FL<br>Walnut Hill, Florida<br>Facility Usage: Private | Thomas F Simard<br>6001 S Hwy 99<br>Walnut Hill, FL 32568<br>(904) 327-6240 |
| Mike's Ag Air Airport – 49FL<br>Walnut Hill, Florida<br>Facility Usage: Private | Michael G Godwin<br>10700 Hwy 97<br>Walnut Hill, FL 32568<br>(904) 327-6757 |
| Perdido Key Fire Station Heliport – 46FA<br>Perdido Key, Florida<br>Facility Usage: Private | Escambia County BCC<br>15510 Perdido Key Dr<br>Pensacola, FL 32507<br>(850) 595-4947 |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12546** **Growth Management Report** **16. 1.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 08/03/2017
**Issue:** Schedule of Public Hearings
**From:** Horace Jones, Director
**Organization:** Development Services

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**RECOMMENDATION:**

Recommendation Concerning the Scheduling of Public Hearings

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

**September 7, 2017**

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

| | |
|---|---|
| **A. Case No.:** | **Z-2017-06** |
| Address: | 1703 N Q Street |
| Property Reference No.: | 17-2S-30-1300-110-019 |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HDR, High Density Residential district (18 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Floyd Peacock, Agent for New Birth Baptist Church, Owner |
| **B. Case No.:** | **Z-2017-11** |
| Address: | 7237 Mobile Highway |
| Property Reference No.: | 22-1S-31-2305-000-000 |
| From: | LDR, Low Density Residential district (four du/acre) |
| To: | HDMU, High Density Mixed-use district (25 du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District: | 1 |

| | |
|---|---|
| Requested by: | Tom Hammond, Agent for Henry and Tammy Johnson, Owner |
| **C. Case No.:** | ***Z-2017-12*** |
| Address: | 2410 Langley Avenue |
| Property Reference No.: | 10-1S-29-3101-027-001 |
| From: | Com, Commercial 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) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 4 |
| Requested by: | Michael W. Milner, Agent for Richard Mertins, Owner |
| **D. Case No.:** | ***Z-2017-13*** |
| Address: | 105 Louis Street |
| Property Reference No.: | 16-1N-31-1000-003-012 |
| From: | LDR, Low Density Residential district (four du/acre) |
| To: | LDMU, Low Density Mixed-use district (seven du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District: | 5 |
| Request by: | Hattie M. McGary, Owner |

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12459** **County Administrator's Report 16. 1.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Temporary Construction Easement to Access International Paper Company Property
**From:** Pat Johnson, Department Director
**Organization:** Waste Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning a Temporary Construction Easement for Access to International Paper Company Property to Allow Alternative Access to Escambia County Beulah Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action regarding the temporary construction Easement for a non-exclusive easement and right-of-way to enter International Paper Company (IP) property:

A. Approve the International Paper Company temporary construction Easement for a non-exclusive easement and right-of-way, granting Escambia County permission to enter and use the surface of certain property situated in Escambia County, Florida, described in "Exhibit A" of the Agreement, for the purpose of allowing alternative access to the Escambia County Beulah Landfill with heavy equipment, including but not limited to dump trucks, excavators, bulldozers and loaders, for a term of one year; and

B. Authorize the Chairman to sign the Temporary Construction Easement.

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

## BACKGROUND:

Due to April/2014 Flood event, access to the north section of the closed Beulah Landfill was damaged as well as the storm water management system in the north section of the landfill. Alternate access to this area is available from the adjacent International Paper Company property. As a condition to granting access, International Paper Company requested that the County perform a survey of the access easement. On January 19, 2017, the Board of County Commissioners approved the License Agreement to perform the survey, which has been completed. The License Agreement further provided that upon completion of the survey, a Temporary Construction Easement would be required in order for County staff and contractors to be able to enter the north section of the

Beulah Landfill from International Paper's property, to perform the necessary repairs.

**BUDGETARY IMPACT:**

Funding for this project is available in Fund 401, Solid Waste, Cost Center 230304, Object Code 54901. International Paper Company has not assessed a fee.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Stephen G. West has approved the Temporary Construction Easement as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Approval by the Board of County Commissioners is required for the execution of Agreements with the County.

**IMPLEMENTATION/COORDINATION:**

Brent Schneider, Waste Services Engineering and Environmental Quality Manager, will oversee the implementation of the Construction Easement.

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**Attachments**

IP Temp Constr. Easement

IP Interlocal Agreement to Perform Survey

Brd Mins_01_19_2017

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# 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, acting by and through its Board of County Commissioners, and its successors (hereinafter referred to as "Grantee") having its principal place of business at 221 Palafox Place, Pensacola, Florida 32502, a non-exclusive 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 alternative access to Escambia County's Beulah Landfill with heavy equipment, including but not limited to dump trucks, excavators, bulldozers, and loaders. The term of the Easement shall be 1 years commencing on July 17, 2017, and ending on June 30, 2018. By accepting this easement, Grantee agrees to the following special terms and conditions:

   a. Grantor's access gate adjacent to Nine Mile Road shall remain locked whenever Grantee's personnel are not on-site. Additionally, the access gate shall remained locked after work hours, nights, and weekends, to prevent unauthorized access.
   b. All of Grantee's vehicles shall remain on the rock and gravel roadbed and turnaround points within the Easement Area and shall expressly avoid the buried pipelines and jurisdictional wetland areas located adjacent to the roadbed.
   c. Grantee shall be responsible for repairing any damages to the roadbed or the adjacent pipeline and wetland areas that result from Grantee's use of the Easement Area.

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. All facilities constructed and installed pursuant hereto shall be buried to such a sufficient depth or installed in such a way as to not unreasonably interfere with Grantor's operations.

4. Should the same become necessary because of business operations of Grantor, Grantor shall have the right to relocate the Easement to another mutually agreeable area upon written notice to Grantee.

5. Should the 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.

6. 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.

7. 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.

8. 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.

9. Grantee must at all times maintain the following 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;

(c) 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

(d) 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 Grantee under this Section, Grantee shall 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. Grantee is responsible for payment of all deductibles, self-insured retentions and/or similar charges for the coverage required under this Section.

Grantee agrees to make Grantor an additional insured on Grantee's Commercial General Liability and Automobile Liability insurance policies, and will 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 Grantee's policies will be primary without right of contribution from any other insurance carried by or on behalf of Grantor, and that all of Grantee's insurance policies identified above will so indicate.

In addition to the policy endorsements making Grantor an additional insured under Grantee's policies, Grantee will also provide Grantor with written certificates of insurance evidencing Grantee'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 it fails 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 Grantee has 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.

10. 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.

11. 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.

12. To the extent permitted by applicable law, Grantee 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 Grantee or otherwise, and to all property caused by, resulting from, arising out of, or occurring in connection with actions by Grantee, or any agent or invitee of Grantee, related to this Easement regardless of cause or fault or negligence or alleged strict liability on the part of Grantor. If any person makes a claim for any such damage or injury (including death resulting therefrom) as hereinabove described, Grantee 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 Grantee 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, Grantee 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 Grantee further agrees to pay any reasonable attorney's fees incurred by Grantor in securing compliance with the provisions of this indemnification.

13. 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.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set its hand and seal this the 23rd day of June, 2017.

**GRANTOR:**

**INTERNATIONAL PAPER COMPANY**

Witness Stephanie Thompson

Print Name Stephanie Thompson

By: William Kidwell

Name: William R. Kidwell

Witness Julie D Copley

Print Name Julie D. Copley

Title: Director: Corporate Real Estate

STATE OF Tennessee

COUNTY OF Shelby

I, Rebecca Gephart, a notary public, in and for said County in said State, hereby certify that William Kidwell, being duly acknowledged to or known by me, acting in his/~~her~~ official capacity as Director: Corporate Real Estate 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 23rd day of June, 2017.

Notary Public

Commission Expires: 5-11-2019

(Notary Seal)

REBECCA GERHART
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MAY 11, 2019

IN WITNESS WHEREOF, the Grantee herein named has hereunto set its hand and seal this the ___ day of _____, _____.

**GRANTEE:**

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

~~Grover C. Robinson, IV, Chairman~~
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 12, 2017

# LEGAL DESCRIPTION AND SKETCH
# EXHIBIT "A"

Legal Description

14 Foot Wide Ingress and Egress Easement

Prepared at the request of the Escambia County Waste Services Department

March 28, 2017

A 14 foot, 7 feet on each side, non exclusive easement for the purpose of ingress and egress, over, under and across a portion of land lying in Section 10, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of the parcels of land described and recorded in O.R. Book 7281, Page 541, and O.R. Book 2066, Page 460 in the public records of Escambia County, Florida. The centerline of said easement being described as follows:

Commence at the Northwest corner of said Section 10; thence S03°08'41"W (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the west line of said Section 10 for a distance of 94.51 feet to the intersection with the south right of way line of West Nine Mile Road (State Road No. 10)(200' Right of Way); thence S87°10'07"E coincident with said south right of way line for a distance of 24.75 feet to the Point of Beginning of the easement described hereon; thence S01°28'54"W for a distance of 99.77 feet; thence S01°57'49"W for a distance of 507.07 feet; thence S02°55'29"W for a distance of 3271.53 feet to the intersection with the north line of the parcel of land described and recorded in O.R. Book 3869, Page 979 in the public records of Escambia County, Florida, and the Point of Terminus of this description. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Said easement contains 1.25 acres, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

Surveyor's Notes:

1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 2011)).
4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) This sketch and description does not reflect, determine, or guarantee ownership.
7) Internal improvements were not located, if any.
8) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
9) No attempt was made to locate written or unwritten easements or right of ways.
10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
12) The sketch and description are not full and complete without the other.
13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
14) Documents used in the preparation of this sketch and description: Deeds of record; Plat of Nature Trail Subdivision, as recorded in Plat Book 18, Pages 60 - 60R, in the public records of Escambia County, Florida; Boundary Survey of Beulah Landfill (Closure) completed by Escambia County, Florida Surveying Department; and existing field monumentation.
15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

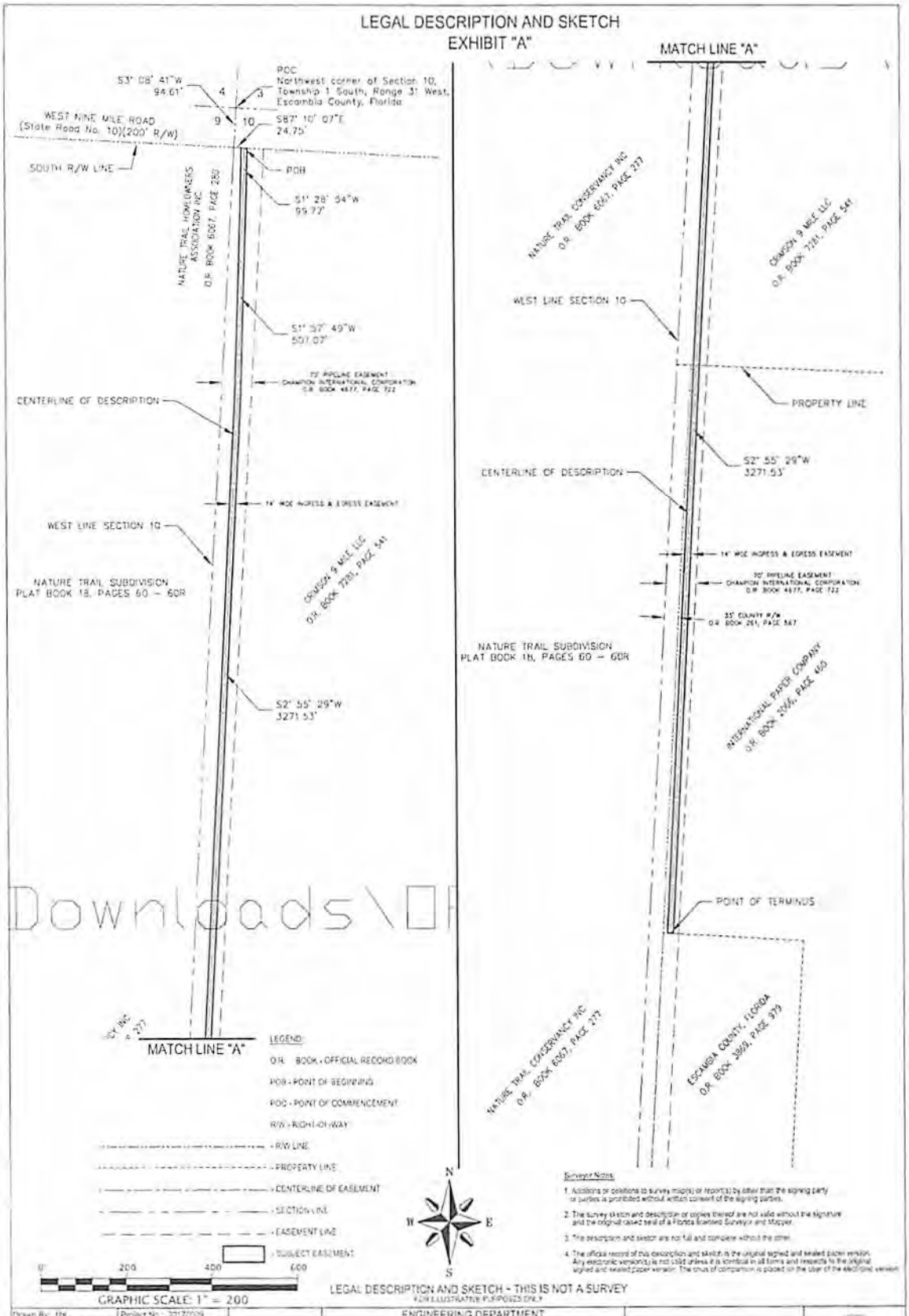
| | |
|---|---|
| Drawn By: MK | Project No.: 20170009 |
| Survey Date: 3/20/2017 | Drawing No.: L-5094 |
| Drawing Date: 3/28/2017 | Field Book: 519 Page: 38, 56 |
| Section, Township, Range: | 10, T-1-S, R-31-W |
| Type of Survey: Description and Sketch | Sheet No. 1 of 2 |
| Revisions: | Date: |

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date

Danny R. Swain Professional Surveyor and Mapper No. 5942 State of Florida
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

# LEGAL DESCRIPTION AND SKETCH
## EXHIBIT "A"




Downloads\O

Surveyor Notes:

1. Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
2. The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. The description and sketch are not full and complete without the other.
4. The official record of this description and sketch is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

| | |
|---|---|
| Drawn By: tlh | Project No.: 20170009 |
| Survey Date: 3/20/2017 | Drawing No.: L-5064 |
| Drawing Date: 3/22/2017 | Field Book: 579 Page: 35, 36 |
| Section, Township, Range: | 10, T-1-S, R-31-W |
| Type of Survey: Description and Sketch | Sheet No: 2 of 2 |
| Revisions: | Date: |

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this Drawing, Sketch, plat, or map is for informational purposes only and is not valid.

Escambia County
Clerk's Original

1/19/2017 CAR II-9

# INTERNATIONAL PAPER COMPANY
# LICENSE AGREEMENT

**INTERNATIONAL PAPER COMPANY**, a New York corporation duly licensed to do business in the State of Florida ("Licensor"), for and in consideration of the payments and mutual covenants hereinafter specified, does hereby grant a license unto **Escambia County, Florida** ("Licensee") pursuant to the terms and conditions of this License/Lease Agreement (the "Agreement") to use the surface of certain property situated in the city of Pensacola, Escambia County, Florida described in the attached "Exhibit A," and made a part hereof for all purposes (the "Premises"), effective as of this 19th day of January, 2017.

**NOW THEREFORE** in consideration of the mutual benefits to the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Unless sooner terminated pursuant to the terms hereof, this License is for a term of 6 month(s)/year(s), from the 19th day of January, 2017 to the 18th day of July, 2017.

2. The License fee for the use of the Premises shall be sum of $0 per month/year.

3. Licensor hereby grants Licensee permission to enter upon and use the Premises for the sole purposes of: A survey to obtain a legal description. Any other use of the Premises requires the prior written consent of Licensor. Prior to commencing any work on the site, Licensee shall obtain all necessary permits as may be required by any regulatory body and provide proof of same to Licensor.

4. This License is not a geophysical permit and Licensor is not conveying any subsurface mineral development rights whatsoever to Licensee. Licensee's rights hereunder are subject to the oil, gas and mineral rights in, to and under the Premises.

5. Prior to placing wells, ditches or other excavations and prior to placing any fixtures, facilities, utilities, electric lines, structures or buildings not already in existence upon the Premises, Licensee shall acquire written approval from Licensor. Any such facilities presently on the Premises and used by Licensee or constructed by Licensee shall be maintained by and be the sole responsibility of Licensee. Notwithstanding anything contained herein to the contrary, Licensee is pre-approved to conduct the following construction activities: None.

6. Any sanitary facilities and public utilities as may be required by Licensee or state law shall be provided, installed and maintained by Licensee in accordance with the health, safety and other requirements of state and local authorities, and with permission of Licensor. All costs of any such facilities and their operation and maintenance shall be borne by Licensee. Such facilities shall not be built or installed on the property unless required by a governmental

Verified By: S. Carver
Date: 1/24/2017

authority. Portable toilets shall be permitted so long as the facility is confined and all waste is disposed of off Licensor's land and as required by law.

7. Licensee shall, without cost to Licensor, keep and maintain at all times, the Premises in good condition, make all repairs to the ground surface, buildings, and other improvements and appurtenances used by Licensee and on the Premises, and maintain the grounds in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste thereon. Upon the termination of this License in any manner, Licensee shall peaceably deliver to Licensor the full possession of the Premises and remove all materials, equipment and improvements placed thereon by Licensee and with regard to the portion of the premises used by Licensee, substantially restore the Premises to the condition that existed at the commencement of this License. Should Licensee fail within thirty (30) days after the date of the termination of this License to make such removal and restoration, Licensor may, at its option, remove said materials, equipment and improvements and restore said Premises to substantially its former state at the sole cost of Licensee and/or may take and hold any materials, equipment and improvements as its sole property to retain as Licensor sees fit.

8. Licensee for itself, employees, contractors and invitees, assumes the risk of any latent or patent vices or defects that are or may be on the Premises or the improvements thereon and agrees that Licensor shall not be liable for any loss or damage on account of any such vices or defects. Licensee shall remain responsible for all acts, omissions and liabilities of its employees, contractors, and invitees.

9. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, timber, wood, wood products, or other property of Licensor or any third party on or near the Premises resulting from Licensee's operations or presence on the Premises.

10. Licensor reserves the right to continue its use of the Premises without interruption. Both parties will, however, endeavor to accommodate the use of the Premises by the other. Licensee shall take all reasonable care to avoid causing any damage or injury to Licensor's other adjacent lands and property. Licensee shall, however, upon demand, promptly repair or reimburse Licensor for any damage to Licensor's other lands or property, caused, in whole or in part, by Licensee's operations.

11. To ensure compliance with the terms hereof, Licensor shall have the right to inspect the Premises as used by Licensee and to review Licensee's operations at any time.

12. Licensee shall be entitled to those rights of ingress and egress over and across the Premises, and any other adjacent land owned by Licensor or its affiliates, which are necessary to accomplish the purposes authorized by this License. In exercising such rights of ingress and egress, Licensee shall use only those routes approved in advance by Licensor, and shall at all times cooperate with and accommodate Licensor's use of such adjacent or nearby roads. Licensee shall maintain in a safe, careful and workmanlike manner all roads or rights-of-way used exclusively by Licensee, and shall promptly repair any damage caused to any roads or passages by Licensee's operations and use. All roads constructed by Licensee (such construction

being only with Licensor's written permission) shall become the property of Licensor. Licensor and Licensee shall both ensure that access to the Premises is limited to the parties and their respective employees, agents, invitees and others with legitimate business purposes.

13. Licensor may terminate this License at any time, without cause, upon ten (10) days prior written notice to Licensee. Licensee may terminate this License at any time without cause, however, as liquidated damages, Licensor shall be entitled to all licensee payments due throughout the stipulated term of this License.

14. Licensee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Licensee hereby covenants and agrees with Licensor to reimburse, indemnify and hold harmless Licensor from and against any and all liabilities, claims, suits, judgments, losses or damages, either to person (including death) or property, including without limitation, all attorneys' fees, consulting and engineering fees, court costs, expenses, expert fees, discovery costs and all other costs arising out of, incident to, or resulting from the operations of Licensee, its employees, agents, representatives, contractors, successors or assigns, on the Premises, regardless of whether Licensor is alleged to have been or was negligent. Licensee hereby waives as against Licensor any immunity to suit afforded by applicable worker compensation laws.

15. Prior to occupying or using the Premises, Licensee shall carry, with insurers satisfactory to Licensor, during the term hereof, Auto Liability Insurance, including either "owned, hired and non-owned vehicles" or "hired, non-owned and scheduled vehicles", with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance meeting all state statutory requirements, and Employer's Liability Insurance with limits not less than $100,000 each accident/$500,000 disease – policy limit/$100,000 disease – each employee. Worker's Compensation Insurance and Employer's Liability Insurance shall fully cover all employees, supervisors, owners, partners and/or executive officers participating in Licensee's operations hereunder. Licensor shall be named as an Additional Insured for all coverage, except Worker's Compensation. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation or any material change in such insurance policies and include a waiver of subrogation in favor of the Licensor. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation or adverse material change in any such insurance, Licensor may, at its option, suspend this License until insurance is obtained or terminate this License immediately without further action.

Should Licensee select to purchase Auto Liability Insurance including hired, non-owned, and scheduled vehicles, in consideration for Licensor accepting such coverage, Licensee further represents and warrants that (a) Licensee has provided a complete, true and accurate schedule of

all vehicles used in the business to Licensee's insurance agent/broker/company; (b) Licensee has discussed with insurance company/agent/broker and/or has carefully reviewed the terms of all insurance policies in regard to the requirements for reporting and paying premiums on additions of vehicles during the policy period, and certify that these requirements will be fully complied with at all times; and (c) Licensee grants permission to Licensor, on the basis of this document alone, to obtain from insurance company/agent/broker at any time a certified copy of Licensee's schedule of insured vehicles.

Should Licensee select not to include the owner(s), partners and/or executive officers of such operation in that coverage, in consideration for Licensor accepting such coverage, Licensee further represents and warrants that (a) Licensee is an independent contractor and each owner, partner and/or executive officer of Licensee is not an employee(s) of Licensor, and has no right to claim any benefits, including workers compensation benefits, under any Licensor plan, policy, or coverage; and (b) Licensee acknowledges that it may purchase a Worker's Compensation plan, insurance or otherwise, insuring any of the owners, partners and/or executive officers but has elected NOT to do so as allowed by law and assumes all risks as a result of this decision.

16. Licensee shall comply, at Licensee's expense, specifically with all applicable laws, regulations, rules and orders with respect to the use by Licensee of the Premises, regardless of when they become effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal and water and air quality, and shall furnish satisfactory evidence of such compliance upon request of Licensor. Licensee's failure to comply with such laws, regulations, rules and orders shall give Licensor, at its option, the right to terminate this License and/or suspend Licensee's activities on the Premises until compliance is achieved. Should any discharge, improper storage, leakage, spillage, emission, contamination or pollution of any type occur upon or from the Premises due to or associated with Licensee's use and occupancy thereof, Licensee, at Licensee's expense, shall immediately clean all property affected thereby to the satisfaction of Licensor and any governmental body or agency having jurisdiction thereover. Licensee's obligations to clean such property shall survive the termination of this License and Licensee's vacancy from the Premises. Licensee hereby waives any statute of limitations which might bar Licensor from recovery against Licensee for damages Licensor suffers, including clean-up costs, for any such pollution, emission, improper storage, contamination, leakage, discharge or spillage, on the Premises resulting from Licensee's operations and use thereof. Further, Licensee shall indemnify, hold harmless and defend Licensor against all liability, damage, losses, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, experts' fees, attorneys' fees and consulting, engineering and construction costs) incurred by Licensor as a result of Licensee's breach of this paragraph or as a result of any such discharge, contamination, leakage, storage, emission, spillage, or pollution, regardless of whether such liability, damage, loss, cost, or expense arises during or after the term of this License and regardless of whether such liability, damage, loss, cost or expense may be contributed to or exacerbated in part by the negligence of Licensor. Licensee shall not be responsible for any contamination, pollution, emission, leakage, or damage to the Premises and other affected property caused by the sole negligence of Licensor.

17. Licensee hereby agrees that it shall not store toxic or hazardous materials on the Premises, including paint thinner or cleaning solvents containing any hazardous substance. Should Licensee store oil, gas or other substance or operate any machinery on the property and any oil, gas or fuel or other contaminant or substance is released onto the Premises, Licensee shall immediately clean the area and remove any contaminated soil to a permitted facility. No oil or other contaminant shall be maintained on the property in anything other than properly sealed, protective storage containers. Used equipment oil shall not remain on the Premises for more than fourteen (14) days.

18. Licensee shall immediately notify Licensor if it discovers any defect in, contamination or other problem with the Premises and shall cease any activities that might exacerbate the problem or put person or property at risk of injury or damage. Should Licensee discover any endangered or threatened species on the Premises, Licensee shall immediately notify Licensor and cease all activities in the area. If it is determined by Licensor that any state of federal law, rule or regulation would be violated by Licensee's continued operations hereunder, Licensor may immediately terminate this License as to all or part of the Premises covered hereby.

19. While on the premises of Lessor, Lessee and its subcontractors shall comply with Lessor's site-specific regulations and shall ensure that all of its employees, subcontractors and agents have a safe work environment. Lessee is solely responsible for the safety of Lessee's employees and the means and methods employed by its employees in performing the services contemplated herein, and agrees that Lessor shall have no such responsibility. In the event an employee of Lessee or one of its subcontractors is injured while on Lessor's premises, Lessee shall (i) immediately notify Lessor of the time, nature, and severity of the injury, (ii) at its own cost and expense cause to be performed an investigation into the "root cause" of the injury by a competent investigator, and (iii) provide Lessor with a copy of the investigation report. The report shall include an explanation of causation of the accident and the steps Lessee or its subcontractor is taking to avoid a similar accident from occurring. Lessee shall also provide Lessor with periodic updates on the date the injured individual will return to work. In the event Lessor elects to perform its own investigation, or requests that a joint investigation be performed, Lessee shall cooperate and actively assist in such an effort. In addition to the above, if an employee of Lessee or one of its subcontractors experiences a "near miss" that could have resulted in serious injury while on Lessor's premises, Lessee shall investigate the incident and report to Lessor its findings and the steps that Lessee will take to avoid a repeat incident.

20. Licensee shall not have the right to assign or sublet the Premises or any part thereof without Licensor's written permission. Any attempted assignment shall be void and shall not relieve Licensee of its liabilities and obligations herein.

21. All notices to be given under this License shall be given by certified mail, overnight delivery or hand delivery at the following address:

LICENSOR:

International Paper Company

6400 Poplar Avenue

Memphis, TN 38917

LICENSEE:
Board of County Commissioners
Escambia County, Florida

221 Palafox Place, Ste. 400

Pensacola, FL 32502

22. The failure of Licensor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

23. All prior negotiations, oral or written documentation relating to this License and representations have been merged herein. This written License is the only expression of the parties' understanding and agreement.

24. This License shall be construed in accordance with the laws of the state in which the Premises are located.

25. In the event any suit or other proceeding is instituted by either party to enforce or interpret any part of this License, the prevailing party shall be entitled to recover from the other party reimbursement for its reasonable attorney's fees, court costs and litigation expenses therein, as well as in any appeal from same.

IN WITNESS WHEREOF, Licensor and Licensee have caused this instrument to be duly executed on this 17th day of March, 2017.

LICENSOR:

INTERNATIONAL PAPER COMPANY

WITNESSES:

By: William R. Kidwell

Name: William R. Kidwell

Title: Director: Corporate Real Estate

LICENSEE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Name: D. B. Underhill

Title: Chairman

Date Executed
1/19/2017

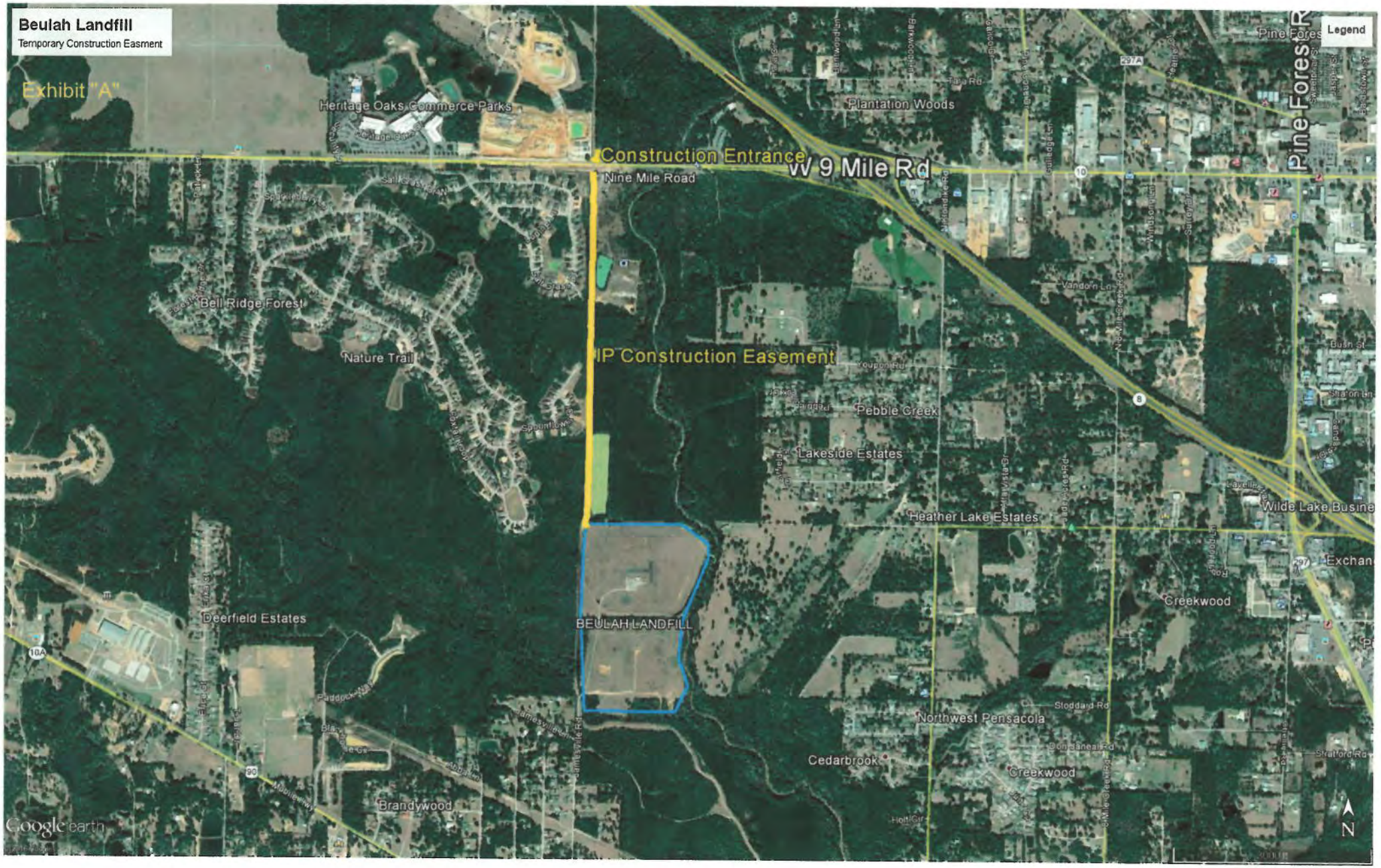
ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: 01-19-2017

This document approved as to form and legal sufficiency.

By _____
Title Asst. County Attorney
Date Dec. 27, 2016


Beulah Landfill
Temporary Construction Easment
Exhibit "A"
Legend
Heritage Oaks Commerce Parks
Construction Entrance
Nine Mile Road
W 9 Mile Rd
Plantation Woods
Pine Fores
Bell Ridge Forest
Nature Trail
IP Construction Easement
Pebble Creek
Lakeside Estates
Heather Lake Estates
Wilde Lake Busine
Exchan
Deerfield Estates
BEULAH LANDFILL
Creekwood
Northwest Pensacola
Cedarbrook
Creekwood
Brandywood
Google earth
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COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

2017000095

9. Taking the following action regarding the International Paper Company License Agreement for access to International Paper Company property for surveying to obtain a legal description (Funding: Fund 401, Solid Waste, Cost Center 230304, Object Code 54901):

A. Approving the International Paper Company License Agreement, granting Escambia County permission to enter and use the surface of certain property situated in Escambia County, Florida, described in "Exhibit A" of the Agreement, for the purpose of surveying to obtain a legal description; and

B. Authorizing the Chairman to sign the Agreement.

WARNING: The scope of the County Attorney's review and approval does not include Sections 9, 14, 15, 16, and 25 of the License Agreement, which require the County to provide indemnities, releases, 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 16 would require the County to improperly expend public funds to purchase insurance for a private party.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12496** **County Administrator's Report 16. 2.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Approval of Cooperative Agreement with the Escambia County School Board
**From:** Tammy Jarvis, Department Director
**Organization:** Corrections
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Tamyra Jarvis, Corrections Department Director

That the Board take the following action concerning Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve the Cooperative Agreement; and

B. Authorize the Chairman to sign the Agreement.

## BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health, and social welfare needs of juveniles incarcerated at the Escambia County Jail. This Agreement will set forth the terms and conditions whereby the parties shall cooperatively provide educational services for juvenile inmates housed in the Jail.

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

The Escambia County Jail staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

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**Attachments**

17-18 Cooperative Agreement

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COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made by and between the School Board of Escambia County, Florida (hereinafter referred to as "School Board" or "School District") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County" and/or "Escambia County Jail").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

## I. PURPOSE

The School Board and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School Board and the County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in incarcerated settings.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board of Escambia County, Florida is the responsible agency and exercises general authority over all education programs within the County.

This Agreement also ensures that the School Board and the County shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services.

## II. ENABLING LEGISLATION

This Agreement assures compliance with Florida Statutes and rules, and federal laws, including the following:

A. Section 1003.53, F.S., Dropout Prevention and academic intervention

B. Section 1003.21, F.S., School Attendance

C. Section 402.22, F.S., Students in Residential Programs

D. Section 951.176, F.S., Provision of education programs for youth

E. Section 1001.42, F.S., Powers and duties of district School Board

F. Section 1000.21, F.S., System-wide definitions

G. Section 1011.60-1011.77, F.S., Funding for School District

H. Every Student Succeeds Act (ESSA)

## III. INTER/INTRA-AGENCY LINKAGES

A. The School District and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, vocational, social, and mental health needs of children and youth served by both agencies.

B. The County and the School District will work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.

C. Jail staff members acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by jail staff.

D. Both agencies strive for continuity and coordination of services across residential, educational, and treatment programs. Examples are as follows:

1. Establish single intake procedure conducted by facility and school staff to reduce duplicated efforts.

2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student comprehensive developmental plans and progress.

3. There is mutual agreement on any new program to be developed within the scope of the educational program provided by the local School District.

## IV. ROLES AND RESPONSIBILITIES

The County and the School District agree that stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. Mutual Responsibilities:

The agencies mutually agree to the following:

1. Assign staff to meet regularly and exchange pertinent information regarding agency regulations and policies.

2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.

3. Share the responsibility for addressing needs identified in facility Quality Assurance Reports.

4. Share the responsibility for notification of any and all concerns regarding staff while in the facility.

5. Encourage local staff and parent participation in planning, program development and staffing.

6. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.

7. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.

8. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

9. Disseminate this Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.

10. The County will notify the School District of all persons assigned to the Jail facility by providing appropriate staff with a copy of the full alphabetical roster with age, and an alphabetical roster of all persons twenty-two (22) years old and under assigned to the facility on a mutually agreed upon frequency.

B. Responsibilities of Escambia County Jail:

To implement these policies, Florida Statutes and Federal Laws, the County, in the provision of educational services to children and youth in incarcerated settings, shall:

1. Receive technical assistance from the School District regarding the development and implementation of any rules/policies developed by the School District pertaining to the provision of educational programs for students in the Escambia County Jail or Escambia County Jail facilities consistent with state and federal laws, rules, and regulations.

2. Receive and utilize information regarding educational best practices for students in the Escambia County Jail or Escambia County Jail-supported

facilities disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services.

3. Establish procedures for informing the School District of projected or new facilities being placed within the School District's boundaries.

4. Participate and assist in the monitoring and evaluation of programs for students served in Escambia County Jail settings to ensure compliance with applicable state and federal laws, rules and regulations.

5. Jointly develop transition plans for students exiting an Escambia County Jail facility and involve a representative of the School District in planning the student's next placement. The transition plan shall be jointly documented by the Escambia County Jail and the School District.

C. Responsibilities of the School Board of Escambia County, Florida:

To implement this Agreement the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the County pertaining to the provision of educational programs.

2. Disseminate information about and assist in the development and adoption of promising educational practices for students in Escambia County Jail facilities.

3. Coordinate activities for the identification, location and evaluation of all children served in educational programs in Escambia County Jail settings.

4. Provide general supervision of educational services through:

   a. Review of the procedures and documents for providing education programs to determine compliance with provisions of this Agreement and applicable State Board of Education rules.

   b. Monitoring and evaluating of education programs provided by or through Escambia County Jail facilities for students to ensure compliance with Florida statutes, applicable federal and state laws, rules and regulations.

5. Provide technical assistance to the Escambia County Jail in the development, coordination and review of personnel training needs for staff responsible for providing education and related services to students in Escambia County Jail facilities.

6. Develop and participate in a School District/Escambia County Jail Workgroup. The Workgroup shall be charged with the following responsibilities:

    a. Provide a liaison network between the two agencies.

    b. Monitor the implementation of this Agreement.

    c. Receive and review questions concerning apparent conflicts in agencies' regulations/policies and practices and recommend resolution(s).

    d. Provide for the regular exchange of agency information.

## V. ADMINISTRATIVE PROCEDURES

A. Timelines:

This Cooperative Agreement shall become effective on July 1, 2017, with the signature of the Chairman of the School Board and the Chairman of the Escambia County Board of County Commissioners, and will continue until June 30, 2018, unless responsible individuals notify the others in writing that the Cooperative Agreement will be revised or terminated. This Agreement will be reviewed annually and may be amended by the written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.

B. Confidentiality:

Each agency shall protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students and clients have the rights of access, rights of challenge and the rights of privacy with respect to records and reports and that applicable laws and regulations for this right shall be strictly adhered to.

## VI. ALLOCATION OF RESOURCES

So that the mutually agreed-on objectives of this Agreement can be adequately met, resources from the School District and the Escambia County Jail will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to:

1. Maintain responsibility and make final decisions relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services and supervision of youth when not in the education program.

2. Provide facilities, including utilities and maintenance, to house the educational program and provide reasonable protection of school district property assigned to the facility.

B. The School Board of Escambia County, Florida agrees to:

1. Provide a free and appropriate public education, including but not limited to academic, vocational, and exceptional student education services for students five (5) through twenty-two (22) years of age consistent with all state and federal rules, regulations and laws.

2. Purchase and maintain materials, equipment and supplies used in the students' educational program.

## VII. AGENCY REPRESENTATIVES

School District Representative:
Vickie Mathis, Director
Department of Alternative Education
850-430-7439
30 East Texar Drive
Pensacola, Florida 32503

Escambia County Representative:
Tamyra Jarvis
Corrections Department Director
850-595-3107
2251 North Palafox Street
Pensacola, Florida 32501

## VIII. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

A. Mediation or Conflict Resolutions Procedures:

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.

2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.

3. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by a representative from each agency.

4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.

5. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by each agency head.

B. Administrative Procedures:

Should further action be required, agency heads will request an administrative hearing consistent with the procedures in 120.57, F.S., the Administrative Procedures Act. The resolution of all conflicting issues that arise while this Agreement is in effect will be resolved at the lowest level possible.

## IX. ASSESSMENT

A. The parties shall:

1. Develop an integrated assessment process to ensure that all youth are evaluated for the purpose of determining the most appropriate educational, residential and treatment programs.

2. Collaboratively define assessment protocols for intake and educational services.

## X. CURRICULUM, INSTRUCTION AND EDUCATIONAL PLANNING

A. The parties agree:

1. To integrate the education, treatment, and residential programs.

2. That educational service will follow a defined curriculum appropriate to the student's age and ability.

3. That instructional delivery methods are appropriate for the target population.

4. That pretest and posttest measures for content areas are available and utilized.

5. That all youth have an individually prescribed integrated treatment/education plan.

6. To provide educational services year round using summer school or other district-approved schedules.

7. To provide compliance with PL 107-110, Section 1423, the parties agree to meet all thirteen (13) elements required in PL 107-110, Section 1425 by:

    a. Where feasible, ensure that educational programs in correctional facilities are coordinated with the student's home school, particularly with respect to a student with an Individual Education Plan (IEP) under part B of the Individuals with Disabilities Education Act;

    b. If the child or youth is identified as in need of special education services while in a correctional facility, notify the local school of the child or youth with such need;

    c. Where feasible, provide transition assistance to help the child or youth stay in school, to include coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

    d. Provide support programs that encourage children and youth who have dropped out of school to re-enter school once their term at a correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

    e. Work to ensure that correctional facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

    f. Ensure that educational programs in the correctional facilities are related to assisting students to meet high academic achievement standards;

    g. To the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;

    h. Where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such youth in delinquent activities;

    i. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and

youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;

j. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable;

k. Where appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;

l. Work with the youth's family members and the local educational agency (LEA) that most recently provided services to the youth (if applicable) to ensure that the relevant and appropriate academic records and plans regarding the continuation of educational services for such youth are shared jointly between the correctional facility and the LEA in order to facilitate the transition of such youth between the LEA and the correctional facility; and

m. Consult with the LEA for a period jointly determined necessary by the correctional facility and LEA upon discharge from that facility, to coordinate educational services so as to minimize disruption to the youth's achievement.

## XI. CLASSROOM MANAGEMENT AND ATTENDANCE

A. The parties agree:

1. To a written discipline plan for the educational and treatment programs agreed to by the Director of Detention and the Director of Exceptional Student Education.

2. To specify procedures for out-of-control students and class attendance in each facility's operation manual.

## XII. CERTIFICATION LICENSURE AND STAFF DEVELOPMENT

A. The parties agree:

1. Those professionals serving students shall be appropriately certified by Florida law or by position qualifications.

2. To the extent possible, the tentative assignment of instructional personnel to the facility will be discussed with the facility Director prior to making the assignment final.

3. Pre-service, in-service and staff development programs will be joint efforts and cooperatively developed and provided.

4. To ensure that all teachers and educational personnel in DJJ residential programs will complete the required training for the Prison Rape Elimination Act of 2003 (PREA) within thirty (30) days of the last signature of this Agreement for current teachers and educational personnel and within thirty (30) days of new hire for all other teachers and educational personnel. Refresher training is required every two (2) years.

   This training includes

   a. Completion of the Department of Juvenile Justice's CORE PREA training class located on the DJJ PREA website.

   b. Documentation that the individual received training by signing and dating the form included in the training and providing a copy of the acknowledgement to the PREA Facility Compliance Manager.

## XIII. TRANSITION

Transition is the driving force behind the youth performance contract and educational plan with emphasis placed on change as opposed to compliance. The goal is that what the student learns at the facility is solidified so he or she may effectively transition to home, school and community. The County and the School District agree to coordinate the preparation and planning for student movement in and between programs.

A. A specific transition program is in place at the facility and in the school system.

B. A transition plan is developed for each of the clients/students on admission to the program, is incorporated into the performance contract and is reviewed on a regular basis.

C. Transition planning involves educational, facility and reentry staff in addition to representatives from outside agencies and/or programs.

## XIV. TERM

This Agreement shall be in effect from July 1, 2017 to June 30, 2018.

## XV. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Agreement, the parties agree that jurisdiction and venue shall lie in the Courts of Escambia County, Florida.

XVI. PUBLIC RECORDS

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The parties hereto 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 parties 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, the parties agree 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 either party fails to abide by the provisions of Chapter 119, Florida Statutes, the non-breaching party may, without prejudice to any other right or remedy and after providing seven (7) days written notice, during which period the other party still fails to allow access to such documents, terminate the contract.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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**
Adcrawle@CO.Escambia.FL.US

**School Board of Escambia County**
**Administration**
**75 North Pace Boulevard**
**Pensacola, Florida 32505**
**(850) 469-6131**
NRoss@Escambia.K12.FL.US

COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
Linda Moultrie, Chair

Date: 6/22/17

ATTEST:

By: _____
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR June 2017 AGENDA
MAY 25 2017

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUN 20 2017

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/12/17

**Return this ORIGINAL document to**
**Holley DeWees, Superintendent's Office**
75 N. Pace Blvd., Pensacola, FL 32505

To be filed in the School Board Record Book
DO NOT disassemble this packet for *any* reason

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12519** **County Administrator's Report 16. 3.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Noise Waiver for Portofino's 2017 New Year's Eve Fireworks Display
**From:** Tim Tolbert, Building Official/Department Director
**Organization:** Building Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display, Sponsored by the Portofino Island Resort - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period and that the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use). This Application coincides with a fireworks event Application, is sponsored by the Portofino Island Resort, and is launched from a floating platform near the Portofino Pier on Pensacola Beach, from 11:59 p.m., December 31, 2017, to 12:15 a.m., January 1, 2018.

## BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the

County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Services Department will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire-Rescue will be notified of the issuance of this waiver.

---

**Attachments**

Application
Site Photo
SRIA Approval

---

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

| SPECIAL EVENT PERMIT |
|---|
| Waiver to Noise Ordinance |

| | |
|---|---|
| Permit Number: | SE17070 1377 |
| Building Permit Number: | |
| Approved By: | Date: |

| | | | |
|---|---|---|---|
| Applicant: Pyro Shows, Inc. | | Phone Number: | 800-662-1331 |
| Owner's Name: Lansden E Hill, Jr. | | Phone Number: | 423-494-4202 |
| Owner's Address: PO Box 1776 | | | |
| City: LaFollette | State: TN | Zip Code: | 37766 |
| Job Address: Barge from Portofino Island Resort Portofino Drive Pensacola, FL | | Lot or Apt. Number: | |

***Limited Waiver Section Only***

**Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.**

| *Date of Activity:* | *Description of Activity:* |
|---|---|
| 12-31-2017 | New Year's Eve celebration |
| *Beginning Time:* Midnight / *Ending Time:* 12:15 AM | |

*Remarks or Comments:*

*Driving Directions:*

| | |
|---|---|
| *Escrow Account Number:* | *Date:* 6/6/2017 |
| *Applicant Signature:* Lansden E Hill, Jr. | |

Expected Wind Direction
Safety Fallout Zone is 280' for 4" shells
N
AUDIENCE
Show Name: Portofino Island Resort
Show Location: Pensacola Beach, FL
Show Time: ~9:00 p.m.
Show Date: 2017 SEASON
Rain Date: TBD
Maximum Shell Size: 4"
Safety Fallout Radius: 280'
No Storage Required
Pyro Shows, Inc.
800-662-1331
10/25/2016
K.S./sb
© 2013 Google
Google earth

**Christy Rigney**

**From:** Cheryle Dill <cheryle_dill@sria-fla.com>
**Sent:** Monday, January 30, 2017 10:48 AM
**To:** Christy Rigney
**Cc:** Robbie Schrock; Paolo Ghio; Frank Forte; Charles R. Morgan
**Subject:** RE: Portofino Island 2017 Season

Christy,

I am in receipt of the letter informing Santa Rosa Island Authority of the fireworks display being executed during 2017 for Portofino Island Resort. I have copied in this reply all that I am aware to contact regarding the displays per your request.


Cheryle Dill

Santa Rosa Island Authority

Human Resources and Event Coordinator

1 Via De Luna Drive

Pensacola Beach, Fl 32561

Office: 850-932-2257 Ext. 231

Cell: 850-797-2957

Fax:850-932-1866


SANTA ROSA ISLAND AUTHORITY

SRIA Mission: "To promote tourism, manage growth and provide entertainment in a safe, clean, eco-friendly environment."


Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12531** **County Administrator's Report 16. 4.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Noise Waiver for an Outdoor Concert/Event at the Flora-Bama Lounge for October 7-8, 2017
**From:** Tim Tolbert, Building Official/Department Director
**Organization:** Building Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Music Concert/Event to be Held on the Gulf Side of the Flora-Bama Lounge on Perdido Key - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for an Outdoor Music Concert/Event to be held on the Gulf Side of the Flora-Bama Lounge on Perdido Key, from 12:00 p.m., (noon) Saturday, October 7, 2017, through 9:00 p.m., Sunday, October 8, 2017.

## BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from

sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

---

**Attachments**

Application

Site Map

---

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place
Pensacola, FL 32522
(850) 595-3559 - Phone
(850) 595-3589 - FAX
www.myescambia.com

| SPECIAL EVENT PERMIT APPLICATION |
|---|
| **Waiver to Noise Ordinance** |

| | |
|---|---|
| **Permit Number:** | |
| **Building Permit Number:** | |
| **Approved By:** | **Date:** |

| | | | |
|---|---|---|---|
| **Applicant:** Flora-Bama Lounge | | **Phone Number:** 850-492-0611 | |
| **Owner's Name:** Cam Price / Event Coordinator Jessica Langston | | **Phone Number:** 850-483-6267 | |
| **Owner's Address:** 17401 Perdido Keys Dr. | | | |
| **City:** Pensacola | **State:** FL | **Zip Code:** 32507 | |
| **Job Address:** 17401 Perdido Key Dr. | | **Lot or Apt. Number:** | |

***Limited Waiver Section Only***

**Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.**

| | |
|---|---|
| ***Date of Activity:*** Oct. 7-8, 2017 | ***Description of Activity:*** Beach Concert |
| ***Beginning Time:*** Noon ***Ending Time:*** 9 p.m. | |

| |
|---|
| ***Remarks or Comments:*** |
| |
| |
| ***Driving Directions:*** |
| |
| |

| | |
|---|---|
| ***Escrow Account Number:*** | ***Date:*** 6/7/17 |
| ***Applicant Signature:*** Jessica Langston | |

INCIDENT COMMAND POST
Perdido Key Visitors Information Center /
Perdido Key Fire Station
Address: 15500 Perdido Key Drive
3.0 Miles East of Flora -Bama

ALABAMA
FLORIDA
ESCAMBIA
SO TEAM 7
OLD RIVER
Grand Key Dr
GRAND KEY SUBDIVISION
Perdido Key Dr
Key Lagoon
ZONE A
ZONE B
ZONE C
ZONE D
ZONE E
ZONE F
(17,000)
ZONE H
(11,500)
ZONE J
(4,500)
ZONE K
(5,000)
ZONE L
BUS TURN AROUND
TROLLEY DROP OFF
Perdido Beach Blvd
Flora-Bama
Phoenix X
MEDITERRANEAN
CONDOMINIUMS
PERDIDO PLACE
ALABAMA
FLORIDA
GULF OF MEXICO

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EVENT OPERATIONS GROUP
OMI
OVATION MEDIA

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12515** **County Administrator's Report 16. 5.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Letter of Agreement (LOA) with Gulf Coast Crimestoppers Inc.
**From:** Amy Lovoy, Assistant County Administrator
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Letter of Agreement between Escambia County and Gulf Coast Crimestoppers Inc. - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Letter of Agreement (LOA) between the Escambia County Board of County Commissioners and Gulf Coast Crimestoppers Inc., which will allow the organization to make application and receive funds from the State Crime Stoppers Trust Fund.

## BACKGROUND:

The State of Florida has a long-established Crime Stoppers Trust Fund from which local units of their organization may receive grants. Gulf Coast Crimestoppers has been the locally approved affiliate for over 15 years. The State requires the following of an unit in order to be considered for a trust fund grant:

- Must be a registered, valid 501c(3)
- Must have an updated LOA with the local Board of County Commissioners
- Must have a board of directors with an active set of bylaws
- Must be a registered vendor with MyFloridaMarketplace.com

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

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

## PERSONNEL:

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

LOA - Gulf Coast Crimestoppers

---

Letter of Agreement

Between the Escambia County Board of County Commissioners

And

Gulf Coast Crimestoppers Inc.

The purpose of this letter is to authorize Gulf Coast Crimestoppers Inc. as coordinator and implementing agency of the CrimeStoppers program to make application and receive funds from the Crime Stoppers Trust Fund.

This agreement further satisfies the requirements as set forth in §16.555, Florida Statutes, governing the application, receipt, and use of the Crime Stoppers Trust funds.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/13/17

BCC Approved: _____

GULF COAST CRIMESTOPPERS INC.

By: _____
Printed Name: _____
Title: _____

ATTEST:

_____
Corporate Secretary

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12497** **County Administrator's Report 16. 6.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Request for Disposition of Property
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

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

That the Board approve the Request for Disposition of Property Form for the Public Works Department, listing three items. The Request Form has been signed by all applicable authorities.

## BACKGROUND:
The Request Form has been signed by all applicable authorities.

## BUDGETARY IMPACT:
N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

## IMPLEMENTATION/COORDINATION:
N/A

## Attachments

Disposition of Property form

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: PUBLIC WORKS/P.BEACH COST CENTER NO: 211401

KEVIN GRIFFIN DATE: 7/6/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Griffin Phone No: 850-932-4935

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|---|
| | T62430 | CHERRINGTON BEACH RAKE | | 4508A101 | 4500XL | 2008 | POOR |
| | 63122 | CHERRINGTON BEACH RAKE | | 46ABB031 | 4600XL | 2011 | POOR |
| | T62432 | ROTARY CUTTER MX7 BUSH HOG | | W00MX7016720 | MX7 | 2009 | POOR |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Disposal Comments: TO BE AUCTIONED

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 7/6/17

FROM: Escambia County Department Director (Signature): Charles Morgan

Director (Print Name): CHARLES MORGAN

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

**Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.** rev. sh 11.19.13

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12526** **County Administrator's Report 16. 7.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Appointment to the Escambia County Mass Transit Advisory Committee (MTAC) - City Council Appointee
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning Authorization for the City Council to Appoint a Member to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board confirm the Pensacola City Council's appointment of Ms. Yolanda Anderson to the Escambia County Mass Transit Advisory Committee, to serve a term effective July 14, 2017, through May 1, 2021.

## BACKGROUND:
The previous appointee, Barbara Mayall, resigned her appointment.

During the July 13, 2017, meeting, the City Council voted to appoint Yolanda Anderson as its representative.

## BUDGETARY IMPACT:
N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
The Board's policy requires the Escambia County Board of County Commissioners' approval of all committee appointments.

## IMPLEMENTATION/COORDINATION:

This appointment shall become effective upon approval by the Board.

---

**Attachments**

City Council Vote
Appt Letter from City Council

---

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 17-00417 **Version:** 1 | **Name:** | |
| **Type:** | Legislative Action Item | **Status:** | Passed |
| **File created:** | 6/28/2017 | **In control:** | City Council |
| **On agenda:** | 7/13/2017 | **Final action:** | 7/13/2017 |
| **Enactment date:** | | **Enactment #:** | |
| **Title:** | APPOINTMENT - ESCAMBIA COUNTY MASS TRANSIT ADVISORY COMMITTEE | | |
| **Sponsors:** | Brian Spencer | | |
| **Indexes:** | | | |
| **Code sections:** | | | |
| **Attachments:** | 1. Nomination Form - Yolanda Anderson, 2. Application of Interest - Yolanda Anderson, 3. Ballot | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|
| 7/13/2017 | 1 | City Council | Approved | Pass |
| 7/10/2017 | 1 | Agenda Conference | Placed on Consent Agenda | Pass |

**LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Brian Spencer

**SUBJECT:**

APPOINTMENT - ESCAMBIA COUNTY MASS TRANSIT ADVISORY COMMITTEE

**RECOMMENDATION:**

That City Council appoint a citizen to the Escambia County Mass Transit Advisory Committee as its representative for a term of four (4) years expiring May 1, 2021, subject to confirmation by a majority vote of the Board of County Commissioners..

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Escambia County Board of Commissioners adopted Resolution No. 2009-202 on October 1, 2009 establishing the Escambia County Mass Transit Advisory Committee. The committee consisted of thirteen (13) members: Each County Commissioner appoints to (2) members; the Escambia County Administrator appoints one (1) member; the Mayor of the City of Pensacola appoints one (1) member; and the Mayor of the Town of Century appoints one (1) member. All appointments are subject to confirmation by a majority vote of the Board of County Commissioners. All committee members shall be electors of Escambia County. The duties and responsibilities of the committee are:
a. Establish a set of benchmarks to periodically evaluate the service and management of existing public mass transit systems operating in Escambia County.



powered by Legistar™

b. Set short range and long range goals for increasing ridership, expanding routes, and instituting new mass transit services.
c. Assist the Board of County Commissioners, the County Administrator, and ECAT Management in developing partnerships with industry groups and employers to foster economic development.
d. Identify opportunities for inter-governmental or regional transportation alliances with entities both within Escambia County and outside of Escambia County.

In 2013, the Board of County Commissioners adopted a resolution amending Resolution No. 2009-202 authorizing City Council to appoint a member to the committee.

The following has been nominated:

| **Nominee:** | **Nominated by:** |
|---|---|
| Yolanda Anderson | Cannada-Wynn |

**PRIOR ACTION:**

April 25, 2013 - City Council made its first appointment to the Escambia County Mass Transit Advisory Committee.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

1) Nomination Form - Yolanda Anderson
2) Application of Interest - Yolanda Anderson
3) Ballot

**PRESENTATION:** No


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Office of the City Council

City of Pensacola

*America's First Settlement*
*Established 1559*

July 14, 2017

Ms. Yolanda Anderson
1013 W. Jackson Street
Pensacola, FL 32501

Dear Ms. Anderson:

On behalf of the City Council, it is a pleasure to advise you of your appointment to the Escambia County Mass Transit Advisory Committee as City Council's appointee (subject to approval by the Escambia County Board of County Commissioners. Your term expires on May 1, 2021.

Should you have any questions or desire to discuss this appointment, please do not hesitate to contact Judy Witterstaeter, Program Coordinator for Escambia County at 595-4300.

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 appointment.

Sincerely,

Brian K. Spencer
President of City Council

BKS/rmt
Enclosures

cc: Ericka L. Burnett, City Clerk
Judy Witterstaeter, Program Coordinator for Escambia County

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12574** **County Administrator's Report 16. 8.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 08/03/2017
**Issue:** Escambia Community Clinic, Inc.'s Application to Maintain Their Status as a Federally Qualified Health Center
**From:** Jack Brown, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning a Letter of Support for Escambia Community Clinic, Inc.'s Application to Maintain Their Status as a Federally Qualified Health Center - Jack R. Brown, County Administrator

That the Board approve and authorize the Chairman to sign a letter of support for Escambia Community Clinic, Inc.'s Application for a Service Area Competition continuation Grant Application to retain their Federally Qualified Health Center (FQHC) status. If the Grant is approved, Escambia Community Clinics, Inc., would be awarded funding as a FQHC for another three-year period beginning January 1, 2018.

## BACKGROUND:

Escambia Community Clinics, Inc., is in the process of submitting a Service Area Competition continuation Grant Application to retain their Federally Qualified Health Center (FQHC) status. This is a competitive Application, and they are asking key partners for a letter of support, which is a required part of their submission.

If the Grant is approved, Escambia Community Clinics, Inc., would be awarded funding as a FQHC for another three-year period beginning January 1, 2018.

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Request from Escambia Community Clinics, Inc., and a Letter of Support

Letter to John Porter

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# Escambia Community Clinics, Inc.

14 W. Jordan Street
Pensacola, Florida 32501
(850) 436-4630


June 16, 2017

Mr. Jack Brown
County Administrator
Escambia County Board of Commissioners
221 Palafox Place 400
Pensacola, FL 32502

***RE: Letter of Support Request – Service Area Competition Grant Submission***

Dear Mr. Brown,

I am writing to ask for your help. Escambia Community Clinics, Inc. is in the process of submitting a Service Area Competition continuation grant application to retain our Federally Qualified Health Center (FQHC) status. This is a competitive application, and we are asking key partners for a letter of support, a required part of our submission.

If our grant is approved, ECC would be awarded funding as a FQHC for another three year period beginning January 1, 2018. Since becoming a FQHC in 2007, ECC has grown in both numbers of patients served and patient encounters at our sites each year. In 2016, ECC provided more than 105,000 outpatient visits to approximately 35,000 different individuals. By the end of 2017, we will have expanded to offer primary care services at fifteen ECC service delivery sites. Continuation of our FQHC grant funding will allow ECC to deliver high quality medical, dental and behavioral health care to the most vulnerable citizens in our area, as both a "safety net" and a primary care medical home.

I have provided a sample letter of support that you may use, as well as our most recent annual report to the community. Please feel free to tailor the letter to your needs and don't hesitate to contact me at **csmiley@ecc-clinic.org** or (850) 472-0053 with any questions. If possible, I would ask that you **return your letter no later than Friday, July 21st, 2017.** Please mail it to the address on the sample support letter provided, and/or scan and send to me at the email address above.

I appreciate your support of our effort to expand care for the most vulnerable in our community, and thank you in advance for your assistance with this important part of our application.

Sincerely,

Chandra Smiley
Executive Director

# BOARD OF COUNTY COMMISSIONERS
## ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

July 6, 2017

Mr. John Porter
President, Board of Directors
Escambia Community Clinics, Inc.
14 West Jordan Street
Pensacola, Florida 32501

Dear Mr. Porter,

On behalf of the Board of County Commissioners, I am pleased to offer my support of your application to maintain your status as a Federally Qualified Health Center.

Since your designation as a FQHC in 2007, Escambia Community Clinics, Inc., has demonstrated a compassionate commitment to providing access to primary health care for the uninsured, under insured and medically needy residents of the area. The clinic's efforts to expand access to services by adding additional primary care sites and services have been instrumental in helping meet the health care need of our most vulnerable citizens.

Your selection to maintain the Federally Qualified Health Center status will have a continued positive impact on the lives you serve, as a vital contributor to the overall health and well-being of our community. The Board of County Commissioners is pleased to offer our support to your Service Area Competition funding application for the upcoming program period.

Sincerely,

Douglas Underhill, Chairman
County Commissioner, District 2

# BOARD OF COUNTY COMMISSIONERS
## ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
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Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

August 3, 2017

Mr. John Porter
President, Board of Directors
Escambia Community Clinics, Inc.
14 West Jordan Street
Pensacola, Florida 32501

Dear Mr. Porter,

On behalf of the Board of County Commissioners, I am pleased to offer my support of your application to maintain your status as a Federally Qualified Health Center.

Since your designation as a FQHC in 2007, Escambia Community Clinics, Inc., has demonstrated a compassionate commitment to providing access to primary health care for the uninsured, under insured and medically needy residents of the area. The clinic's efforts to expand access to services by adding additional primary care sites and services have been instrumental in helping meet the health care need of our most vulnerable citizens.

Your selection to maintain the Federally Qualified Health Center status will have a continued positive impact on the lives you serve, as a vital contributor to the overall health and well-being of our community. The Board of County Commissioners is pleased to offer our support to your Service Area Competition funding application for the upcoming program period.

Sincerely,

Douglas B. Underhill, Chairman
County Commissioner, District 2

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12498** **County Administrator's Report 16. 1.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** State-Funded Grant Agreement, Contract Number 18-BG-XX-01-27-01-XXX
**From:** Mike Weaver, Department Director
**Organization:** Public Safety
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a State of Florida, Division of Emergency Management State-Funded Grant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number 18-BG-XX-01-27-01-XXX:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement Base Grant, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2017, through June 30, 2018;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursement and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (21) Mandated Conditions, Subsection "B", that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330412]

**BACKGROUND:**

The State of Florida created the Emergency Management Preparedness Assistance Grant (EMPA) in 1993 to provide funding to local governments and other service organizations to improve disaster preparedness and public education. This grant is providing funds in the amount of $105,806 for fiscal year 2017-2018, with a contract period of July 1, 2017 through June 30, 2018.

**BUDGETARY IMPACT:**

The grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management with an indirect match requirement; "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower." "Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works, or other services outside of the local emergency management agency" as defined by Section 252.38, Florida Statutes, "shall not be included in determining the level of county funding of the Recipient's Emergency Management Agency."

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' Policies require grant agreements be approved by it.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Agreement. This grant is being coordinated with the FDEM.

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**Attachments**

EMPA Contract #18-BG-XX-01-27-01-XXX

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Contract Number: 18-BG- -01-27-01-

Catalog of State Financial Assistance (CSFA) #: 31.063

**STATE-FUNDED GRANT AGREEMENT**

**BASE GRANT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

A. This Agreement involves "state financial assistance," as that term is defined in section 215.97(2)(r), Florida Statutes.

B. This Agreement involves a "Base Grant", defined by Rule 27P-19.002(1), Florida Administrative Code, as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

C. As defined by Rule 27P-19.002, Florida Administrative Code, the term "Division" means "the Division of Emergency Management, Executive Office of the Governor."

D. Under this Agreement, the Division serves as the "State awarding agency" as that term is defined by section 215.97(2)(q), Florida Statutes.

E. Under this Agreement, the term "Recipient", as defined by section 215.97(2)(o), Florida Statutes, means a "nonstate entity that receives state financial assistance directly from a state awarding agency." As defined by Rule 27P-19.002(12), Florida Administrative Code, the term "Recipient" also means "an Applicant that is offered and accepts an award from the Division."

F. The Recipient is a "County Emergency Management Agency," as that term is defined by Rule 27P-19.002(3), Florida Administrative Code.

G. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with "information needed by the recipient to comply with the requirements of" the Florida Single Audit Act.

H. As required by section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

I. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment F. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

2. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor and document Recipient performance; and,

(2) Review and document all deliverables for which the Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
2555 Shumard Oak Boulevard, Suite 330C
Tallahassee, Florida 32399-2100
Telephone: 850-815-4351
Email: Teresa.warner@em.myflorida.com

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Bradford C. Hattaway, Planning Coordinator
Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6414
Email: bchattaw@myescambia.com

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

4. EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

5. MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

6. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

7. PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2017** and shall end on **June 30, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division shall reimburse the Recipient on a quarterly basis.

B. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

C. Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, 2 CFR Part 200, Subpart E—Cost Principles shall apply to this Agreement.

D. As required by Rule 27P-19.010(8), Florida Administrative Code, "The Recipient shall establish a separate account in an interest bearing account for tracking all deposits, expenditures and interest pertaining to [this] award."

E. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Program Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**.

F. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

(1) The required minimum acceptable level of service to be performed; and,

(2) The criteria for evaluating the successful completion of each deliverable.

G. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

H. For the purposes of this Agreement, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

I. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

9. RECORDS

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the

purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

C. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including

documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

10. AUDITS

A. As required by Rule 27P-19.010(5), Florida Administrative Code, "All recipients of trust funds shall cause a financial audit to be performed in accordance with [the Florida Single Audit Act, section 215.97, Florida Statutes]. A report of the audit will be forwarded to the Division within 60 days of its completion."

B. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

D. As defined by section 215.97(2)(a), Florida Statutes, the term "audit threshold" means "the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with" the Florida Single Audit Act. The current audit threshold is $750,000.

E. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, "[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with" the requirements of the Florida Single Audit Act and in accordance with "additional requirements established in rules of the Department of Financial Services and rules of the Auditor General." In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

F. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

G. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

H. If the Recipient expends less than $750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

I. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with "one copy of each financial reporting package prepared in accordance with" the requirements of the Florida Single Audit Act.

J. As defined by section 215.97(2)(e), Florida Statutes, the term "financial reporting package" means the Recipient's "financial statements, Schedule of Expenditures of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

K. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

L. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

(1) The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

(2) The Auditor General's Office at the following address:

Auditor General's Office

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

M. Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

11. REPORTS

A. As stated in Rule 27P-19.010(4), Florida Administrative Code, "Each Recipient may receive trust funds from the Division on a quarterly basis, based on the submittal of reports. Said reports shall be provided using the forms included in the grant agreement, as supplemented by any particular information requested in writing by the Division prior to the due date of the report."

B. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

C. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

D. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

E. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

F. The Recipient shall provide additional program updates or information that may be required by the Division.

G. The Recipient shall provide additional reports and information identified in Attachment E.

12. MONITORING

A. Rule 27P-19.010(9), Florida Administrative Code, expressly states: "The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday."

B. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to

ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

C. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

13. LIABILITY

A. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

14. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(1) Any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(2) Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend payment of all or any part of a request for payment;

(4) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(5) Exercise any corrective or remedial actions, to include but not be limited to:

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

17. PROCUREMENT

A. As required by Rule 27P-19.010(7), Florida Administrative Code, the Recipient "shall comply with all applicable procurement rules and regulations in securing goods and services..."

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

(1) Rationale for the method of procurement;

(2) Selection of contract type;

(3) Contractor selection or rejection; and,

(4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

18. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Agreement has the following attachments:

(1) Exhibit 1 - Funding Sources

(2) Attachment A – Proposed Program Budget and Budget Detail Worksheet

(3) Attachment B – Allowable Costs and Eligible Activities

(4) Attachment C – Scope of Work

(5) Attachment D – Quarterly Reports

(6) Attachment E – Statewide Mutual Aid

(7) Attachment F – Geospatial Information System (GIS)

(8) Attachment G – Hurricane Shelter Retrofit

(9) Attachment H – Logistics

(10) Attachment I – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(11) Attachment J – Mandatory Contract Provisions

(12) Attachment K– Justification for Advance Payment

19. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 6 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to

make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

20. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

21. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(2) of this certification; and

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. **In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

K. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

L. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

B. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23. COPYRIGHT, PATENT AND TRADEMARK

**A. EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

B. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in

connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

24. LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Board of County Commissioners**
**Escambia County, Florida**

By:_____

Name and Title: D. B. Underhill, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

FID# 59-6000-598

DUNS# 07-507-9673

_____
Deputy Clerk

Include a copy of the designation of authority for the signatory, if applicable.

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/30/17

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

**ATTACHMENT A**
**PROPOSED PROGRAM BUDGET AND**
**BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment C).

The "Proposed Program Budget" and the "Budget Detail Worksheet" serve as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment C).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget" and the "Budget Detail Worksheet" listed below. If the Recipient fails to complete either the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Recipient's next quarterly report must include an updated "Proposed Program Budget" and/or "Budget Detail Worksheet."

Additionally, if the Recipient submits a request for reimbursement to the Division, then the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet" must match the information contained in the request for reimbursement.

| Grant | Recipient Agency | Category | Amount Allocated |
|---|---|---|---|
| FY 2017-2018 Emergency Management Preparedness and Assistance Grant | ESCAMBIA COUNTY | Planning Expenditures | $0.00 |
| | | Operational Expenditures | $89,306.00 |
| | | Exercise Expenditures | $0.00 |
| | | Training Expenditures | $10,500.00 |
| | | Equipment Expenditures | $6,000.00 |
| **Total Award** | | **$105,806.00** | |

| FY 2017 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below) | | | |
|---|---|---|---|
| **Allowable Planning Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Emergency Management/Operation Plan | | | |
| Communications Plans | | | |
| Continuity/Administrative Plans | | | |
| Whole Community Engagement/Planning | | | |
| Resource Management Planning | | | |
| Evacuation Planning | | | |
| Recovery Planning | | | |
| Credentialing and Validation | | | |
| Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | | | |
| Materials required to conduct planning activities | | | |
| Travel/per diem related to planning activities | | | |
| Overtime and backfill costs | | | |
| **TOTAL PLANNING EXPENDITURES** | | | **$ 0.00** |
| **Allowable Operational Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services) | | | |
| Overtime and backfill costs | | | |
| Utility (electric, water and sewage) | 1 | $1,654.00 | $1,654.00 |
| Telephone Bills (landlines, cellular and satellite) | 1 | $6,461.00 | $6,461.00 |
| Internet Services | | | |
| Maintenance agreements for equipment or series | 1 | $20,221.00 | $20,221.00 |
| Supplies | 1 | $16,050.00 | $16,050.00 |
| Software and Upgrades | 1 | $4,000.00 | $4,000.00 |
| Computers, printers, copiers and fax machines | 1 | $7,200.00 | $7,200.00 |
| Radios | | | |
| Satellite telephones | | | |
| Storage and shelving for storage | 1 | $3,000.00 | $3,000.00 |
| Other emergency response communication | | | |

| | | | |
|---|---|---|---|
| Furniture | 1 | $3,000.00 | $3,000.00 |
| Postage | 1 | $300.00 | $300.00 |
| Apparel for identification | 1 | $1,000.00 | $1,000.00 |
| Fuel | 1 | $1,420.00 | $1,420.00 |
| Memberships and Conference | | | |
| Travel | | | |
| Vehicle(s) | | | |
| Publications | 1 | $25,000.00 | $25,000.00 |
| **TOTAL OPERATIONAL EXPENDITURES** | | | **$ 89,306.00** |

| **Allowable Exercise Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
|---|---|---|---|
| Design, Develop, Conduct and Evaluate an Exercise | | | |
| Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development. | | | |
| Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise -related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.) | | | |
| Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises. | | | |
| Implementation of Homeland Security Exercise and Evaluation Program | | | |
| Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates. | | | |
| Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment). | | | |
| **TOTAL EXERCISE EXPENDITURES** | | | **$ 0.00** |

| Allowable Training Costs | Quantity | Unit Cost | Total Cost |
|---|---|---|---|
| Develop, Deliver and Evaluate Training | | | |
| Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes | | | |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training | | | |
| Training Workshops and Conferences | 1 | $10,500.00 | $10,500.00 |
| Full or Part-Time Staff or Contractors/Consultants | | | |
| Certification/Recertification of Instructors | | | |
| Travel | | | |
| Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment) | | | |
| Instructor certification/re-certification | | | |
| Coordination with Citizen Corps Councils in conducting training. | | | |
| **TOTAL TRAINING EXPENDITURES** | | | $10,500.00 |
| **Eligible Equipment Acquisition Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Personal protective equipment | | | |
| | | | |
| Information technology | | | |
| | 1 | $6,000.00 | $6,000.00 |
| Cybersecurity enhancement equipment | | | |
| | | | |
| Interoperable communications equipment | | | |
| | | | |
| Detection Equipment | | | |
| | | | |
| Power equipment | | | |
| | | | |
| CBRNE Reference Materials | | | |
| | | | |
| CBRNE Incident Response Vehicles | | | |

| | | | |
|---|---|---|---|
| | | | |
| Physical Security Enhancement Equipment | | | |
| | | | |
| CBRNE Logistical Support Equipment | | | |
| | | | |
| Other authorized equipment costs | | | |
| | | | |
| **TOTAL EQUIPMENT EXPENDITURES** | | | $ 6,000.00 |
| **TOTAL EXPENDITURES** | | | $ 105,806.00 |

## ATTACHMENT B
## ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

**2 CFR Part 200:**
Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, 2 CFR Part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") shall apply to this Agreement.

**Expenses:**
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

**NOTE:** This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient;
- Operates within a unique geography;
- Faces unique threats and hazards; and,
- Serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

**Performance:**
In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

**Equipment:**
Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients shall analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

If the recipient seeks reimbursement for equipment activities, then the following shall be submitted:

- All invoices;
- The AEL # for each purchase;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement); and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

**Training and Exercises Generally:**
The Multiyear Training and Exercise Plan ("MYTEP") serves as a roadmap by which an organization establishes the priorities necessary to develop and maintain the capabilities required to facilitate effective response to all hazards faced by that organization. A successful MYTEP:

- Identifies an organization's top priorities for improving its preparedness and response capabilities; and,
- Defines the cycle of training and exercise activities that shall provide the most benefit in the development, refinement and maintenance of those capabilities.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided the Division has approved the Recipient's MYTEP, any training or exercise on the Recipient's MYTEP satisfies the minimum level of service for this Agreement. If the training or exercise qualifies as reasonable and necessary, and if the training or exercise is included on the Recipient's Division-approved MYTEP, then the Recipient does not need to obtain permission from the Division prior to conducting, participating in, or attending that training or exercise.

If the Recipient seeks to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP, then the Recipient must receive permission from the Division prior to conducting, participating in, or attending that training or exercise. If the Recipient conducts, participates in, or attends a training or exercise that is not listed on the Recipient's Division-approved MYTEP without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that training or exercise.

Any request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP shall include an updated MYTEP that specifically includes the requested

training or exercise. If the request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP does not include an updated MYTEP, then the Division shall deny the request.

**Training:**
The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."

- For courses that are non-DHS approved training, the Recipient must request approval to conduct training using the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.

- For the conduct of training workshops, the Recipient must provide a copy of the course materials and sign-in sheets.

Further guidance concerning the TEP and the TEPW can be found at http://www.fema.gov/exercise. Training shall foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, shall be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.

- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses involving the training of trainers.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

If the recipient seeks reimbursement for training activities, then the following shall be submitted:

- Approval of emergency management training that has been identified on the current Multi-Year Exercise Plan (MYTEP);
- Sign-in sheets, rosters and an agenda;
- Documentation from recipient's financial system showing attendees were paid;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of the training (e.g. printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to training activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

**Exercises:**
Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).

- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

**Unauthorized** exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report, Sign-In sheets, Agenda, Rosters;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to exercise activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient shall upload to the Division's SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

- An Improvement Plan; and,
- A roster of participants.

**Conferences:**
The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

> [T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

This Agreement requires the Recipient to attend Current Issues in Emergency Management ("CIEM"), a meeting hosted by the Division.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states " No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, the following conferences qualify for reimbursement under this Agreement:

- Florida Emergency Preparedness Association Annual Meeting;
- Florida Emergency Preparedness Association Mid-Year Work Session;
- National Hurricane Conference;
- Governor's Hurricane Conference;
- Florida Hazardous Materials Symposium;
- FDEM Private Sector Summit; and,
- Rural County Summit hosted by Gadsden County Sheriff's Office.

The above list is not exhaustive.

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

**Class A, Class B, and Class C Travel:**

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

**Meal Allowance and Per Diem:**
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

**Reimbursement for Meal Allowances That Exceed the State Rates:**
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 119.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

**Hotel Accommodations:**
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

**Travel Reimbursement Forms:**
Unless the Recipient has received prior approval from the Florida Department of Financial Services ("DFS"), the Recipient shall use the travel forms incorporated by reference in Rule 69I-42.003, Florida Administrative Code. Those forms include:

- The Authorization to Incur Travel Expense, Form DFS-AA-13;

- The Application for Advance on Travel Expenses, Form DFS-AA-25; and,
- The Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15.

If the Recipient has not received permission from DFS to use an alternate form, and if the Recipient submits a request for reimbursement without including the applicable DFS forms listed above, then the Division shall not provide any reimbursement for that travel.

**Planning:**
Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans shall have prior review and approval from the respective DEM program area. Funds may not be reimbursed for any plans that are not approved.

Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

- Emergency Management/Operation Plans;
- Communications Plans;
- Continuity/Administrative Plans;
- Whole Community Engagement/Planning;
- Resource Management Planning;
- Evacuation planning;
- Recovery Planning; and,
- Credentialing and Validation.

If the Recipient seeks reimbursement for planning activities, then the following shall be submitted:

- Copies of contracts, Memorandum of Understandings or agreements with consultants or sub-contractors providing services;
- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid;
- Time and attendance forms for full or part-time staff or contractors/consultants who participated in the planning;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement);
- Complete Debarment form for any contractors/consultants;
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities; and,
- If billing for overtime and/or backfill, provide documentation that list attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee.

**Operational:**
EMPA Program funds may be used for all emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPA program funds.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061:

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director. However, as a minimum, such a county must have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program that has been approved by the Division of Emergency Management. Program approval shall require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

Eligible "Operational" items include, but are not limited to:

- Salary and Benefits
- Expenses
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Memberships and Conference Travel as it relates to the Scope of Work
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes shall also be supplied when requesting pre-approval. These requests shall be sent to the grant manager for the Division for review.

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid.
- Time and attendance form for full or part-time staff or contractors/consultants.

- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of operational costs.
- An agenda for any attending meeting/conference.
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to operational activities.

**ATTACHMENT C**
**SCOPE OF WORK**

**BACKGROUND:**

**Emergency Management, Preparedness, and Assistance ("EMPA")**
In 1993, in the aftermath of Hurricane Andrew, the Florida Legislature passed C.S.S.B. No. 1858, entitled "Disaster and Emergency Preparedness – Trust Fund." In addition to modifying other statutory sections, the legislation created sections 252.371 through 252.373, Florida Statutes.

Section 252.371, Florida Statutes, establishes the Emergency Management, Preparedness, and Assistance ("EMPA") Trust Fund, which the Division administers. Section 252.372, Florida Statutes, imposes:

- An annual $2 surcharge on "every homeowner's, mobile home owner's, tenant homeowner's, and condominium unit owner's policy"; and,
- An annual $4 surcharge on "every commercial fire, commercial multiple peril, and business owner's property insurance policy."

In accordance with Section 252.372, Florida Statutes, all proceeds from the surcharges "shall be deposited in the [EMPA] Trust Fund..." Section 252.373, Florida Statutes, provides for the allocation of monies from the EMPA Trust Fund, authorizes the Division to promulgate rules, and establishes minimum requirements.

**Emergency Management an Innate Responsibility**
Section 252.38, Florida Statutes, states: "Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state."

**Definitions**

- Emergency

Section 252.34(4), Florida Statutes, defines the term "emergency" as "any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property."

- Emergency Management

Section 252.34(5), Florida Statutes, defines the term "emergency management" as "the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters."

- County Emergency Management Agency

Rule 27P-19.002(3), Florida Administrative Code, defines the term "County Emergency Management Agency" as "one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38, [Florida Statutes]."

- Base Grant

Rule 27P-19.002(1), Florida Administrative Code, defines the term "base grant" as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

**Base Grant Funds**
Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

In accordance with Rule 27P-19.005(1), Florida Administrative Code, the Division awards base grant funds to each county "for the use and benefit of the County Emergency Management Agency."

In accordance with Rule 27P-19.005(2), Florida Administrative Code, the recipient may use base grant funds for any of the following categories:

- Management and Administration;
- Training (Planning, Training, and Exercises, or "PT&E"); and
- Operations:
  - Salaries of emergency management staff;
  - Equipment included on the Department of Homeland Security Authorized Equipment List ("AEL") for the Emergency Management Performance Grants (EMPG);
  - Fuel and maintenance for dedicated emergency management equipment;
  - Office supplies for a County Emergency Management Agency; and,
  - Operational costs for a County Emergency Operations Center.

**Supplanting Prohibited**
Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding...."

**Annual Certification**
Rule 27P-19.004(1), Florida Administrative Code, requires that, in order to receive EMPA funding, "each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with subsections 27P-19.005(4) and (5), F.A.C."

**TASKS & DELIVERABLES:**

**Task One: All-Hazards County Emergency Management Agency**

Throughout the period of this Agreement, the Recipient shall administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Pursuant to Section 252.38(1)(c), F.S., the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

**Task One Deliverables:**

In order to demonstrate successful completion of Task 1, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification: "As required by Rule 27P-19.004(1), Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies its commitment to continuously employ and maintain a full-time County Emergency Management Agency Director or a part-time County Emergency Management Agency Coordinator consistent with subsections 27P-19.005(4) and (5), Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, the quarterly report outlined in Attachment D;
- For quarters 1, 2, 3, and 4, the Recipient must identify which employees of the Recipient are responsible for the following areas as they pertain to Emergency Management (this can include any employee of the County, not just an employee of the County Emergency Management Agency):
    - Preparedness;
    - Response;
    - Recovery;
    - Mitigation; and,
    - Finance (to include procurement).
- For quarters 1, 2, 3, and 4, timesheets or paystubs for a full-time County Emergency Management Director or a part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C.; and,
- For quarter 2, all employees of the County Emergency Management Agency, and any employee identified in subparagraph 3 above, shall upload into the Division's SERT TRAC the course completion certificates for any FEMA course ("G", "IS", or other FEMA course) and any Division course ("FL" or other Division course) that pertains to the following areas:

- Preparedness;
- Response;
- Recovery;
- Mitigation; and,
- Finance (to include procurement).

For Task 1, the person who executes the certification must possess the legal authority to bind the Recipient.

In lieu of submitting physical copies of course completion certificates via mail, the Recipient may upload those documents to the Division's SharePoint portal at: https://portal.floridadisaster.org. If the Recipient chooses to upload course completion certificates to SharePoint, then the Recipient shall annotate that fact on its quarterly report. As long as the information uploaded to SharePoint is current, the Recipient does not need to upload course completion certificates more than once.

## Task Two - 24-7 Emergency Operations Response Capabilities

Throughout the period of this Agreement, the Recipient shall maintain the capability to respond to all hazards, 24 hours a day, 7 days a week.

## Task Two Deliverables:

In order to demonstrate successful completion of Task 2, the Recipient shall submit to the Division the following:

- For quarters 1, 2, 3, and 4, proof that, at least 10 times each quarter, the Recipient has successfully participated in the Division's weekly communication tests;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Statewide Mutual Aid requirements contained in Attachment E;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Geospatial Information Systems (GIS) requirements contained in Attachment F;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Hurricane Shelter Retrofit requirements contained in Attachment G; and,
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Logistics requirements contained in Attachment H.

**Task Three - Local Budget Match**

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower."

**NOTE:** Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the level of county funding of the County Emergency Management Agency."

**Task Three Deliverables:**

In order to demonstrate successful completion of Task 3, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification executed by the Recipient: "As required by Rule 27P-19.011, Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies compliance with all of the requirements contained in Chapter 27P-19, Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, a current and accurate Local Budget Match Requirement Form (Form 3); and,
- For quarters 1, 2, 3, and 4, a current and accurate County Emergency Management Local Budget (General Revenue).

For Task 3, the person who executes the certification must possess the legal authority to bind the Recipient.

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction:

> If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County

Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

In lieu of submitting physical copies of the Local Budget Match Requirement Form and the County Emergency Management Local Budget via mail, the Recipient may upload those documents to the Division's SharePoint portal at: https://portal.floridadisaster.org. If the Recipient chooses to upload those documents to SharePoint, then the Recipient shall annotate that fact on its quarterly report. As long as the information uploaded to SharePoint is current and accurate, the Recipient does not need to upload those documents more than once.

## Task Four – Current Issue in Emergency Management (CIEM)

During the quarter that the meeting is held, the full-time County Emergency Management Director or the part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C., shall attend the Current Issues in Emergency Management ("CIEM") meeting hosted by the Division.

## Task Four Deliverables:

In order to demonstrate successful completion of Task 4, the recipient shall submit to the Division the following:

- Certificate of attendance; and,
- If requesting grant reimbursement, a completed DFS state travel form.

**REIMBURSEMENT CONDITIONS:**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented costs incurred during the successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- In any quarter, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement; and,
- The cumulative amount of reimbursement for quarters 1, 2, and 3 shall not exceed 85% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular quarter. However, under no circumstances shall the cumulative reimbursement amount for quarters 1, 2, and 3 exceed 85% of the overall amount authorized by this Agreement.

**FINANCIAL CONSEQUENCES:**

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

**ATTACHMENT D**
**QUARTERLY REPORTS**

Recipients must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in the attachment titled "Reporting Forms," and can be found on the Division's internet site.

- Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

| Reporting Period | Report due to FDEM no later than |
|---|---|
| January 1 through March 31 | April 30 |
| April 1 through June 30 | July 31 |
| July 1 through September 30 | October 31 |
| October 1 through December 31 | January 31 |

- The Recipient must provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by the end of the first quarter. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.
- In a format provided by the Division, a proposed staffing summary must be submitted by November 15, 2017. Also, each funded county emergency management position description must be submitted to the Division no later than November 15, 2017.

- Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.
- **The final close-out report is due forty-five (45) days after termination of this Agreement.** Any requests received after August 15, 2018, at the discretion of the Division, may not be reimbursed from this Agreement.
- **Programmatic Point of Contact:**

| Contractual Point of Contact | Programmatic Point of Contact |
|---|---|
| Teresa A. Warner<br>FDEM<br>2555 Shumard Oak Blvd. Suite 330C<br>Tallahassee, FL 32399-2100<br>(850) 815-4351<br>Teresa.warner@em.myflorida.com | Karen Lyons<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4325<br>Karen.lyons@em.myflorida.com |

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

**ATTACHMENT E**
**STATEWIDE MUTUAL AID**

**Statewide Mutual Aid** – The Recipient must be a signatory to the agreement. If the Recipient is not a signatory to the agreement, then the Recipient must execute a current State Mutual Aid Agreement (SMAA) (27P-19.006) into Division's SharePoint portal by the end of the first quarter and annually upload the SMAA Form C (POC Contacts) to the Division's SharePoint portal at: https://portal.floridadisaster.org.

## ATTACHMENT F
## GEOSPATIAL INFORMATION SYSTEMS (GIS)

**Geographical Information** - The Recipient shall upload current GIS Data to the Division's SharePoint portal at: https://portal.floridadisaster.org. Current Geospatial Information Systems (GIS) data includes:

- Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations; and,
- Location and attribute information of other critical facilities as deemed necessary by the County Emergency Manager.

Attribute information shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

**NOTES**:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the SharePoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" shall be submitted via the SharePoint portal.
- Critical facility inventory spreadsheets provided shall contain more facility types than are required to be reviewed.

**ATTACHMENT G**
**HURRICANE SHELTER RETROFIT**

**Hurricane Shelter Retrofit** - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the Recipient must upload items A- E on the Division's SharePoint portal by the end of the 4th Quarter at: https://portal.floridadisaster.org. The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet shall be available on SharePoint for reference.

A. Hurricane shelter deficit reduction progress information.
   1. Submit a list of newly constructed "as-is", retrofit and or Enhanced Hurricane Protection Areas (EHPA) facilities. If none, enter "none".
   2. Submit any corrections needed on the Shelter Inventory Spreadsheet. If none, enter "no corrections needed, the information is correct".

B. Current or newly completed hurricane shelter retrofit projects.
   1. List all hurricane shelter retrofit projects completed in the previous fiscal year regardless of funding source(s). If none, enter "none".
   2. List potential hurricane shelter retrofit projects. Listing projects is the first step for grant eligibility. If none, enter "none".

C. Update Special Needs Shelters' (SpNS) power systems.
   1. Respond yes or no to this statement on the SharePoint portal:
   All designated SpNS have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment.
   2. If no, upload a strategy so that all designated SpNS shall have a standby power capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.

D. Update SpNS client space capacity.
   1. Respond yes or no to this statement on the SharePoint portal:
   The county has designated sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (published January 31, 2018).
   2. If no, upload a strategy to achieve sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (January 31, 2018).

E. Upload a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable). The most recent published Statewide Emergency Shelter Plan provides guidance for implementation of the criteria. The Report to the Division shall discuss, at an executive level, the results of the meeting(s) including:
   1. Status of EHPA or new construction projects from previous reports to the Division
   2. List of planned facilities/buildings (e.g., initial name/title of the project (such as, High School AAA), location and estimate of shelter space floor area or spaces) that the educational agency shall design and/or build in the coming **two (2) years**; and **five (5) years.**
   3. List of facilities/buildings that shall be designed and constructed as EHPA, include (if available) anticipated hurricane shelter space capacity.
   4. List of facilities/buildings for which an exemption from EHPA shall be requested, and anticipated statute or code-based cause(s) for such exemption(s).
   5. List of facilities/buildings where future retrofitting may be practical to assist in creating shelter space.
   6. Upload a copy of the participant sign-in sheet with agency affiliation shown, and a copy of any meeting minutes (or similar documentation).

**ATTACHMENT H**
**LOGISTICS**

**Logistics** - The Recipient shall upload a current County Logistics strategy/plan that is consistent with recommended guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355 of 2006) into the Division's SharePoint portal at: https://portal.floridadisaster.org. The strategy/plan shall include, but is not limited to the following:

A. County Logistics Section organization and partners.
B. Gap Analysis of identifying necessary resources (people/teams, locations/facilities, equipment and commodities; and the Mission Management Process on how the county accesses and dispatches those resources (Contracts, MOU's, Mutual Aid, State Assistance, Federal Assistance).
C. County Government Emergency Fuel Strategy (ESF 12).
D. How the County coordinates with private business and industry in meeting emergency community resource needs (ESF 18).
E. List of local vendors, with which the Recipient has a Memorandum of Agreements or contracts that shall provide resources in an emergency (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
F. Location, survey forms and attributes information for County Logistics Staging Areas (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
G. Location and attribute information for County Points of Distribution (POD) sites and Comfort Stations (Can be an Annex to the Plan and need only be updated every three years unless changes are made).

**ATTACHMENT I**
**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____
Signature Recipient's Name

_____ _____
Name and Title FDEM Contract Number

_____ _____
Street Address Grant Number

_____
City, State, Zip

_____
Date

## ATTACHMEMT J
## MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the require provisions. The Division provides the following list of sample provisions that may be required:



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

## APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

#### *1. Major Functions of an Institution*

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

#### *2. Criteria for Distribution*

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

**ATTACHMENT K**

**JUSTIFICATION OF ADVANCE PAYMENT**

## RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

| [ ] **ADVANCE REQUESTED** |
|---|
| Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to |

**If you are requesting an advance, complete the following chart and line item justification below.**

### ESTIMATED EXPENSES

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example** **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)** | |
| *For example* *PROGRAM EXPENSES* | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12513** **County Administrator's Report 16. 2.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Federally-Funded Subaward and Agreement, Contract Number 18-FG-XX-01-27-01-XXX
**From:** Mike Weaver, Department Director
**Organization:** Public Safety
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 18-FG-XX-01-27-01-XXX:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $106,735, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period from July 1, 2017, through June 30, 2018;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and condition of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (22) Mandated Conditions, Subsection "B", that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330413]

**BACKGROUND:**

Federal funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to the organization, planning, training, and exercise. These funds require a non-federal dollar-for-dollar match that is primarily fulfilled through the state funded Emergency Management Preparedness and Assistance (EMPA) grant and then supplemented through the current and existing General Fund appropriation from the Escambia County Division of Emergency Management budget. This Agreement is providing funds in the amount of $106,735, with a contract period from July 1, 2017 through June 30, 2018.

**BUDGETARY IMPACT:**

The grant funds are designed as an operational, planning, training, and exercise cost reimbursement to the Escambia County Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The match requirement is primarily fulfilled through the state funded Emergency Management Preparedness and Assistance (EMPA) grant and then supplemented through the current and existing General Fund appropriation from the Escambia County Division of Emergency Management budget. No additional funds are required to meet the match requirement or to implement this grant.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioner's Policies require grant agreements be approved by it.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with FDEM.

## Attachments

EMPG Grant Contract

**Contract Number:** 18-FG- -01-27-01

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

| | |
|---|---|
| **Sub-Recipient's name:** | **Escambia County** |
| Sub-Recipient's unique entity identifier (DUNS): | 07-507-9673 |
| Federal Award Identification Number (FAIN): | |
| Federal Award Date: | |
| **Subaward Period of Performance Start and End Date:** | **July 1, 2017 – June 30, 2018** |
| **Amount of Federal Funds Obligated by this Agreement:** | $ 106,735.00 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $ 106,735.00 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity: | **$ 15,865,902** |

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 et seq.). Title VI of the *Stafford Act* authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2016 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.

| | |
|---|---|
| Name of Federal awarding agency: | The Department of Homeland Security (DHS) |
| Name of pass-through entity: | Florida Division of Emergency Management |
| Contact information for the pass-through entity: | 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.042 |
| Whether the award is Research & Development: | No (N/A) |
| Indirect cost rate for the Federal award: | 24.13% |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

The Division and the Sub-Recipient shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

A. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

B. 2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

C. This Agreement involves "Federal financial assistance," as that term is defined in section 215.97(2)(f), Florida Statutes.

D. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

2. TERMS AND CONDITIONS

This Agreement, to include the attachments, contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Sub-Recipient.

3. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4. MODIFICATION

This Agreement may only be modified or amended upon mutual written agreement of the Division and the Sub-Recipient. No oral agreements or representations shall be valid or binding upon either party to this Agreement.

5. SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and Attachment B of this Agreement.

6. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor and document Sub-Recipient performance; and,

(2) Review and document all deliverables for which the Sub-Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
2555 Shumard Oak Boulevard
Tallahassee, FL. 32399
Telephone:850-815-4351
Email:Teresa.warner@em.myflorida.com

C. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Bradford C. Hattaway, Planning Coordinator
Escambia County Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6414
Email:bchattaw@myescambia.com

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

7. PERIOD OF AGREEMENT.

This Agreement shall begin on **July 1, 2017** and shall end on **June 30, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (19) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds.

B. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

C. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and Attachment B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $106,735.00

D. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

E. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

(2) The costs are equitably allocated to all related activities, including Federal awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

F. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

(1) The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

(2) Participation of the individual in the travel is necessary to the Federal award.

G. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for attendance at a conference.

(1) 2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

(2) Any reimbursement from the Division to the Sub-Recipient for the costs associated with attending a conference is subject to the Department of Financial Services' Reference Guide for State Expenditures, which states: "Reimbursement for registration fees and travel expenses in connection with attendance at conferences or conventions will not be paid unless:

a) "The main purpose of the convention or conference is directly related to the statutory duties and responsibilities of the agency;

b) "The duties and responsibilities of the traveler is related to the objectives of the convention or conference; and,

c) "The activity provides a direct benefit supporting the work and public purpose of the person attending."

9. PAYMENTS

A. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 15 of this Agreement.

B. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and Attachment B, that clearly delineates:

(1) The required minimum acceptable level of service to be performed; and,

(2) The criteria for evaluating the successful completion of each deliverable.

D. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

E. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

F. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)B. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

10. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

11. PROCUREMENT

A. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R.

§§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

B. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

C. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 19 below; and,

(2) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall

forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 19 below; and,

(2) Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

F. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

H. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

K. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

12. RECORDS

A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

B. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

C. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

(1) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(2) When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(4) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

(5) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(6) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

D. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

E. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

F. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding

agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements:

(1) Meetings of public boards or commissions must be open to the public;

(2) Reasonable notice of such meetings must be given; and,

(3) Minutes of the meetings must be taken and promptly recorded.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

H. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

I. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

13. INTELLECTUAL PROPERTY

A. Except as provided below, intellectual property rights to all property created or otherwise developed under or in connection with the performance of this Agreement are hereby reserved to and shall be owned by the State of Florida.

B. If the Sub-Recipient has pre-existing intellectual property rights, then the Sub-Recipient shall retain all rights and entitlements to that pre-existing intellectual property unless the Agreement provides otherwise.

C. If any intellectual property is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the intellectual property to the Division for a determination whether the State of Florida will seek patent, copyright, trademark, or other intellectual property protection in its name.

D. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent, copyright, trademark, or other intellectual property protection. Failure to disclose will indicate that no such property exists. The Division shall then, under Subparagraph A above, have the right to all intellectual property which accrues during performance of the Agreement.

E. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

14. AUDITS

A. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government

auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

D. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

E. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

F. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

G. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

H. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

15. REPORTS

A. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

B. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

C. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (18) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

F. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

16. MONITORING.

A. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and Attachment B to this Agreement, and reported in the quarterly report.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

17. DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (18); however, the Division may make payments or partial payments

after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

A. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

C. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

D. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

18. REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (6) herein;

B. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

C. Withhold or suspend payment of all or any part of a request for payment;

D. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

E. Exercise any corrective or remedial actions, to include but not be limited to:

(1) Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

(2) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

(4) Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

F. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

19. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

20. LIABILITY

A. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

21. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Agreement has the following attachments:

(1) Attachment A – Budget

(2) Attachment B – Scope of Work/Deliverables

(3) Attachment C – Program Statutes and Regulations

(4) Attachment D – Reports

(5) Attachment E – Justification of Advance Payment

(6) Attachment F – Warranties and Representations

(7) Attachment G – Certification Regarding Debarment

(8) Attachment H – Statement of Assurances

(9) Attachment I – Mandatory Contract Provisions

(10)Attachment J – Allowable Costs and Eligible Activities

22. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 22(F)(2). of this certification; and,

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

H. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

I. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

J. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

K. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

L. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

A. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

B. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

C. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

D. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

(3) The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)EQUAL OPPORTUNITY EMPLOYMENT

M. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. 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 setting forth the provisions of this nondiscrimination clause.

ii. 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 considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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 administering 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 administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

O. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

P. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(25)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(30)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B. The requirement outlined in subparagraph A. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

C. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

D. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(31)ASSURANCES.

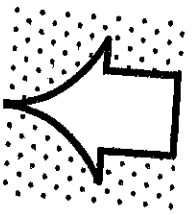
The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

(32)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Board of County Comissioners**
**Escambia County, Florida**



By:_____

Name and Title: D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

_____
Deputy Clerk

FID# 59-6000-598

DUNS# 07-507-9673

Include a copy of the designation of authority for the signatory, if applicable.

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

Approved as to form and legal sufficiency.
By/Title:
Date: 5/13/13

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

**ATTACHMENT A**

**PROPOSED PROGRAM BUDGET**

- Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2017 EMPG, Appendix B – FY 2017 EMPG Funding Guidelines and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

- Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

- The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The AEL can be found at https://www.fema.gov/authorized-equipment-list.

- The transfer of funds between the categories listed in the Proposed Program Budget is permitted. If funds need to be moved in categories, send a revised Proposed Program Budget to your grant manager.

| Grant | Sub-Recipient Agency | Category | Amount Allocated |
|---|---|---|---|
| FY 2017 – Emergency Management Performance Grant Program | ESCAMBIA COUNTY | Planning Expenditures | $0.00 |
| | | Organization Expenditures | $90,861.00 |
| | | Training Expenditures | $1,000.00 |
| | | Exercise Expenditures | $0.00 |
| | | Equipment Expenditures | $14,874.00 |
| | | Management and Administration Expenditures (no greater than 5%) | $0.00 |
| Total Award | | | 106,735.00 |

| FY 2017 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below) | | | |
|---|---|---|---|
| **Allowable Planning Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Emergency Management/Operation Plan | | | |
| Communications Plans | | | |
| Continuity/Administrative Plans | | | |
| Whole Community Engagement/Planning | | | |
| Resource Management Planning | | | |
| Evacuation Planning | | | |
| Recovery Planning | | | |
| Credentialing and Validation | | | |
| Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | | | |
| Materials required to conduct planning activities | | | |
| Travel/per diem related to planning activities | | | |
| Overtime and backfill costs | | | |
| **TOTAL PLANNING EXPENDITURES** | | | **$ 0.00** |
| **Allowable Organization Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services) | 1 | $60,888.00 | $60,888.00 |
| Overtime and backfill costs | 1 | $361.00 | $361.00 |
| Utility (electric, water and sewage) | | | |
| Telephone Bills (landlines, cellular and satellite) | | | |
| Internet Services | | | |
| Maintenance agreements for equipment or series | 1 | $15,434.00 | $15,434.00 |
| Supplies | 1 | $6,688.00 | $6,688.00 |
| Software and Upgrades | | | |

| | | | |
|---|---|---|---|
| Computers, printers, copiers and fax machines | | | |
| Radios | | | |
| Satellite telephones | | | |
| Storage and shelving for storage | | | |
| Other emergency response communication | 5 | $1,418.00 | $7,090.00 |
| Furniture | | | |
| Postage | | | |
| Apparel for identification | | | |
| Fuel | | | |
| Memberships and Conference | 4 | $100.00 | $400.00 |
| Travel | | | |
| Vehicle(s) | | | |
| Publications | | | |
| **TOTAL ORGANIZATIONAL EXPENDITURES** | | | $90,861.00 |

| **Allowable Exercise Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
|---|---|---|---|
| Design, Develop, Conduct and Evaluate an Exercise | | | |
| Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development. | | | |
| Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise -related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.) | | | |
| Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises. | | | |
| Implementation of Homeland Security Exercise and Evaluation Program | | | |
| Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates. | | | |

| | | | |
|---|---|---|---|
| Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment). | | | |
| **TOTAL EXERCISE EXPENDITURES** | | | $ 0.00 |
| **Allowable Training Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Develop, Deliver and Evaluate Training | | | |
| Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes | | | |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training | | | |
| Training Workshops and Conferences | 4 | $250.00 | $1,000.00 |
| Full or Part-Time Staff or Contractors/Consultants | | | |
| Certification/Recertification of Instructors | | | |
| Travel | | | |
| Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment) | | | |
| Instructor certification/re-certification | | | |
| Coordination with Citizen Corps Councils in conducting training. | | | |
| **TOTAL TRAINING EXPENDITURES** | | | $ 1,000.00 |
| **Eligible Equipment Acquisition Costs** | **Quantity** | **Unit Cost** | **Total Cost** |
| Personal protective equipment | | | |
| | | | |
| Information technology | | | |
| | | | |
| Cybersecurity enhancement equipment | | | |

| | | | |
|---|---|---|---|
| | | | |
| Interoperable communications equipment | | | |
| | | | |
| Detection Equipment | | | |
| | | | |
| Power equipment | | | |
| | | | |
| CBRNE Reference Materials | | | |
| | | | |
| CBRNE Incident Response Vehicles | | | |
| | | | |
| Physical Security Enhancement Equipment | | | |
| | | | |
| CBRNE Logistical Support Equipment | | | |
| | | | |
| Other authorized equipment costs | | | |
| LED Projectors for EOC AEL-21GN-00-OCEQ | 2 | $7,437.00 | $14,874.00 |
| **TOTAL EQUIPMENT EXPENDITURES** | | | $ 14,874.00 |
| **TOTAL EXPENDITURES** | | | $106,735.00 |

| Eligible Management and Administration Costs | Quantity | Unit Cost | Total Cost |
|---|---|---|---|
| Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements | | | |
| Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. | | | |

| | | | |
|---|---|---|---|
| Travel expenses | | | |
| Meeting-related expenses | | | |
| Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy. | | | |
| The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. | | | |
| | | **TOTAL M&A EXPENDITURES** | $ 0.00 |
| | | **TOTAL EXPENDITURES** | $106,735.00 |

**Attachment B**

**Scope of Work/Deliverables**

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2017 EMPG, Appendix B – FY 2017 EMPG Funding Guidelines. EMPG Program Guidance, FY2017 allowable costs are divided into the following categories: **planning, organization, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with 2 C.F.R. Part 200, the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

**Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.

**Monitoring:** Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

**Procurement:** All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

**Piggy-backing:** The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

a broader or materially different contract. Only piggy-back agreements that meet all requirements as outline in the Sub-Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org

**Task(s):**

1. **24-7 Operations.** The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. Monthly acknowledgement during the State Watch Office's monthly communication test from either NAWAS, State EMNet Voice Manager, EMnet Message Manager, or via landline phone if the aforementioned systems are reported to the SWO as inoperable.

2. **Proposed Match Plan** (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes, an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Chief Financial Officer or equal authority must sign the Proposed Match form.
3. **All Emergency Management personnel.** Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for each emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
    - IS 100 – Introduction to Incident Command System
    - IS 200 – ICS for Single Resources and Initial Action Incidents
    - IS 700 – National Incident Management Systems (NIMS)
    - IS 800 – National Response Framework

4. **EMPG Funding Positions Only - Training and Exercise** - To ensure that each county emergency management agency complies with EMPG Guidance; each EMPG funded position during this contract period (Date of Execution – June 30, 2018) MUST provide the following items.
    - County Emergency Management employee(s) should participate in no less than three (3) exercises within the 12 month Agreement period
    - Submit an After Action Report (AAR) for each exercise conducted by the Sub-Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Sub-Recipient
    - Complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

5. **National Incident Management System (NIMS)** - The Sub-Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

6. **Coordination and Collaboration** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
    - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda and a copy of the sign in sheets or certificate to show participation during this contract period (July 1, 2017 – June 30, 2018)

7. **Multi-Year Training and Exercise Plan (MYTEP)** – Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

**Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

**Financial Consequence**

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

**Attachment C**

**Program Statutes and Regulations**

1. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3. Chapter 473, Florida Statutes
4. Chapter 215, Florida Statutes
5. Chapter 252, Florida Statutes
6. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8. Copyright notice 17 U.S.C. §§ 401 or 402
9. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
10. Debarment and Suspension Executive Orders 12549 and 12689
11. Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13. Energy Policy and Conservation Act 42 U.S.C. § 6201
14. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
15. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17. Lobbying Prohibitions 31 U.S.C. § 1352
18. Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19. Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20. Terrorist Financing Executive Order 13224
21. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 et seq.
22. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
24. USA Patriot Act of 2001 18 U.S.C. § 175-172c
25. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. §
26. 2324, 41 U.S.C. § § 4304 and 4310
27. 53 Federal Register 8034
28. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
29. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
30. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply

**Attachment D**

**Reports**

Sub-Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report.

Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

| Reporting Period | Report due to FDEM no later than |
|---|---|
| January 1 through March 31 | April 30 |
| April 1 through June 30 | July 31 |
| July 1 through September 30 | October 31 |
| October 1 through December 31 | January 31 |

**The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Sub-Recipient.**

*(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)*

- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre

populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.

- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Equipment Acquisition Costs: Copies of Invoices/receipts and canceled checks or general ledger for proof of payment. AEL# for each purchase (if applicable).
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
- If cancelled checks are NOT available, copies of the general ledger MUST be provided.

A. **The Quarterly Tasks Form is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**

B. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

C. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.

D. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

E. **Programmatic Point of Contact:**

| Contractual Point of Contact | Programmatic Point of Contact |
|---|---|
| Teresa A. Warner<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4351<br>Teresa.warner@em.myflorida.com | Karen Lyons<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4325<br>Karen.lyons@em.myflorida.com |

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

**Attachment E**

**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:**

**If you are requesting an advance, indicate same by checking the box below.**

| [ ] **ADVANCE REQUESTED** |
|---|
| Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example ADMINISTRATIVE COSTS (Include Secondary Administration.)** | |
| **For example PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

**Attachment F**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8:00 am-5:00 pm weekdays, excluding holidays

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment G**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Sub-Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

**Attachment H**

**Statement of Assurances**

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic

Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment I**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part, 1986 Comp., p. 189) and 12689 (3 CFR Part, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

## APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

### A. GENERAL.

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

#### *1. Major Functions of an Institution*

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section.

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

#### *2. Criteria for Distribution*

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

**Attachment J**

**Allowable Cost and Eligible Activities**

## I. Categories and Eligible Activities

The 2017 EMPG Funding Guidance allowable costs are divided into the following categories: **planning, organization, training, exercise, equipment, and management and administration.**

**Allowable Costs**

### A. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

**Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.**

EMPG Program funds may be used to develop or enhance emergency management planning activities.
Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

### B. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Sub-Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061
(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the

Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.
(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

Mandatory Training and Exercise Requirements for EMPG funded employees only
All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.
The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or

graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
    - Major repairs to the County Emergency Operations Center
    - Central Heat/Air
    - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
    - Security Improvements (i.e. Cameras and equipment to operate)
    - Generators and Installation (Need prior EHP approval)

**C. Training**

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at http://www.fema.gov/exercise. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/training-0.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/nims-doctrine-supporting-guides-tools.
Professional Development Series courses include:

- IS-120.a An Introduction to Exercises
- IS-230.d Fundamentals of Emergency Management
- IS-235.b Emergency Planning
- IS-240.b Leadership and Influence
- IS-241.b Decision Making and Problem Solving
- IS-242.b Effective Communication
- IS-244.b Developing and Managing Volunteers

To ensure the professional development of the emergency management workforce, the Sub-Recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.
For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf.

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training

- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

**D. Exercises**

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local

government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

**Unauthorized** exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

## E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

**Controlled Equipment**
Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List,* information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to
Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).

**Requirements for Small Unmanned Aircraft System**
All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems(https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua), issued February 20, 2015.

## F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

**Indirect Costs**
Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

## II. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. § 10.8, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website:
http://www.dol.gov/compliance/laws/comp-dbra.htm.

## III. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (http://www.fema.gov/grant-programs-directorate-information-bulletins) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: http://www.fema.gov/media-library/assets/documents/32474.

**Unallowable Costs**

- **Prohibited Equipment:** Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf), and the Recommendations Pursuant to Executive Order 13688(https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).
- Expenditures for weapons systems and ammunition

- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

## IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance (http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231_Environmental_Planning_Historic_Preservation_Policy.pdf) , and FP 108.24.4, Environmental Planning and Historical Preservation Policy (http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPAReview.pdf)

EHP Technical Assistance, including the EHP Screening Form, can be found at (http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf)

## V. Other Conditions

### Vehicles

- Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Sub-Recipient's EMPG Base Grant expenditures.

### Food and beverages

- Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Sub-Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need prior approval from Department of Financial Services and the Division. For more information, ask your grant manager.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12550** **County Administrator's Report 16. 3.**
**BCC Regular Meeting**
**Meeting Date:** 08/03/2017
**Issue:** Street Name Approval "Mayor Daisy Road"
**From:** Horace Jones, Director
**Organization:** Development Services
**CAO Approval:**

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## RECOMMENDATION:

Recommendation Concerning Street Name Approval of "Mayor Daisy Road" - Horace Jones, Development Services Department Director

That the Board approve the street name "Mayor Daisy Road," for a private road running north off of the 3300 block of McLemore Drive and 1148 feet west of Grow Drive, in Ellyson Industrial Park. One hundred percent of the property owners signed the Petition. This street is in Commission District 4.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201].

## BACKGROUND:

One hundred percent of the property owners signed the petition. This street is in Commission District 4.

## BUDGETARY IMPACT:

Cost of one new street sign, which is $446.90, will be funded by the Public Works Department / Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201].

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

Work to be accomplished by current staff.

## POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to Escambia County street naming and numbering Ordinance 86-11,  adopted under the authority of Florida Statutes Chapter 125 and 336.

**IMPLEMENTATION/COORDINATION:**

N / A

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**Attachments**

Petition

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Escambia County Addressing
3363 West Park Place
Pensacola, Florida 32505
850-595-3458

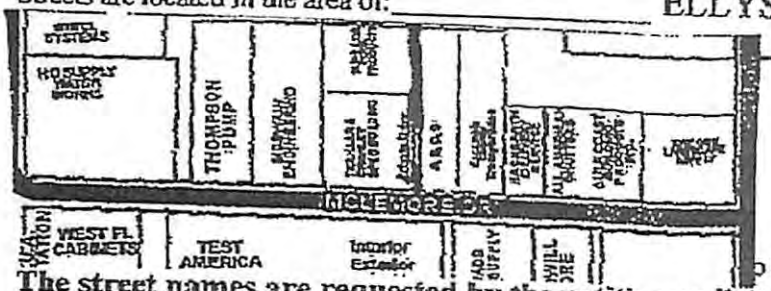
# STREET NAME PETITION

DATE SUBMITTED: 4-26-17

The following Street names have been submitted for approval:

**Mayor Daisy Road**

Streets are located in the area of: ELLYSON INDUSTRIAL PARK




(...o be subject to change.)

**The street names are requested by the petitioners listed below:**

| PETITIONER | ADDRESS | PHONE NUMBER |
|---|---|---|
| - Willie Small, Vice Chairman W.S.S.H. | | 554-1377 |
| -3190 Belle Christiane Dr. Pensacola, FL. 32503 | | Willie E Small |
| **Terhaar-Cronley Investment Partnership 1401 East Belmont Street Pensacola, FL. 32501** | | 433-7007 |

Sign here

Sign here

James D. Cronley

*Use back of form for additional signatures, addresses, and phone numbers.*
**(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)**

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Mayor Daisy Road

NUMBER OF RESIDENTS: 2

NUMBER OF RESIDENTS WHO SIGNED PETITION 2

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 4

ADDRESS TECHNICIAN | 9-1-1 COORDINATOR | DATE APPROVED 5/22/17

(2) owners only listed above

FAX 90-476-9313

Apr 26 17.04:31p Daisy L. Steed 8504769313 p.1

Apr 27 17.10:00a Daisy L. Steed 8504769313 p.2

# Mayor Daisy Road

ESCAMBIA COUNTY
G. I. S. DEPARTMENT

7/13/17 DISTRICT 4

**3338 McLemore Drive (Left)**
**3330 McLemore Drive (Right)**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12538** **County Administrator's Report 16. 4.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Recommendation Concerning a Change Order to Merritt Veterinary Supplies, Inc. #170700
**From:** Tim Tolbert, Building Official/Department Director
**Organization:** Building Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning a Change Order to Merritt Veterinary Supplies, Inc., #170700 - Tim Tolbert, Building Official/Building Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, to Merritt Veterinary Supplies, Inc., Vendor ID #133193, for the continued purchase of necessary veterinary supplies and equipment:

| | |
|---|---|
| Department | Building Services |
| Division | Animal Services |
| Type | Addition |
| Amount | $30,000 |
| Vendor | Merritt Veterinary Supplies, Inc., #133193 |
| Purchase Order (PO) #: | 170700 |
| Change Order (CO) #: | 2 |
| Cost Center for CO: | 250202 |
| Original PO Amount: | $49,000 |
| Cumulative Amount of Change Orders: | $81,000 |
| New PO Total: | $130,000 |

This Change Order is not a request for additional funds from the General Fund. This just allows Animal Services to move funding from other accounts within the Cost Center #250202 to the Merritt Veterinary Supplies PO for needed supplies.

**BACKGROUND:**

In June of 2016, Merritt Veterinary Supplies Inc., Vendor #133193 was awarded a bid to provide veterinary supplies to Escambia County Animal Services. In October of 2016, Purchase Order #170700 was issued to Merritt Veterinary Supplies Inc., to purchase veterinary supplies and equipment. At the BCC Regular Meeting on 01/05/2017, the Board approved a Change Order to Purchase Order #170700 of $51,000, making the New Purchase Order total $100,000. This recommended Change Order will increase the funds to an amount needed to purchase veterinary supplies for the remainder of the current fiscal year.

This Change Order is not a request for additional funds from the General Fund. This just allows Animal Services to move funding from other accounts within the Cost Center #250202 to the Merritt Veterinary Supplies PO for needed supplies.

**BUDGETARY IMPACT:**

Funding is available in the Fund 001, General Fund, Cost Center 250202

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, Chapter 46, Finance, Article II, PUrchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Merritt Board Approval
PO#170700 & Agreement
PO#170700 CO-2

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COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

10. Approving, and authorizing the County Administrator to execute, the following Change Order #1, to Bound Tree Medical, LLC, for medical supplies for Emergency Medical Services (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, Object Code 55201):

| | |
|---|---|
| Department: | Public Safety Department |
| Division: | EMS |
| Type: | Addition |
| Amount: | $10,000 |
| Vendor: | Bound Tree Medical, LLC |
| Project Name: | N/A |
| Purchase Order (PO) #: | 160921 |
| Change Order (CO) #: | 1 |
| Cost Center for CO: | 330302 |
| Original PO Amount: | $52,500 |
| Cumulative Amount of Change Orders through this CO: | $10,000 |
| New PO Total: | $62,500 |

11. Approving, and authorizing the Chairman to sign, the Agreement for Veterinary Supplies between Escambia County and Merritt Veterinary Supplies, Inc., per the terms and conditions of PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, in the estimated annual amount of $100,000, for a term of 36 months, with two options for 12-month extensions, for a maximum term of 60 months (Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201, Veterinary Clinic Supplies).

The Following Was Not Provided to the Clerk's Office:

Executed Agreement for Veterinary Supplies, PD 15-16.045

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-10337** **County Administrator's Report 9. 11.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 06/02/2016
**Issue:** Shelter and Vet Clinic Supplies Agreement, PD 15-16.045
**From:** Claudia Simmons, Purchasing Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning Agreement for Shelter and Vet Clinic Supplies - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement for Veterinary Supplies between Escambia County and Merritt Veterinary Supplies, Inc., per the terms and conditions of PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, in the estimated annual amount of $100,000, for a term of 36 months with two options for 12-month extensions, for a maximum term of 60 months.

[Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201, Veterinary Clinic Supplies]

**BACKGROUND:**

The Invitation to Bid PD15-16.045 was advertised in the Pensacola News Journal on April 11, 2016. Eight vendors were notified on April 11, 2016. One bid was received on May 4, 2016. Merritt Veterinary Supplies is the current supplier of vet supplies for the Animal Clinic.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201, Escambia County Animal Shelter (Veterinary Clinic Supplies)

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assitant County Attorney, Kristin Hual prepared the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Orders.

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**Attachments**

Bid Tab
Agreement

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# PUBLIC NOTICE OF RECOMMENDED AWARD

| BID TABULATION | DESCRIPTION: Shelter and Vet Clinic Supplies Agreement<br>BID # PD 15-16.045 | | | | | | |
|---|---|---|---|---|---|---|---|
| Bid Opening Time: 10:30 am CDT<br>Bid Opening Date: 05/04/2016<br>Bid Opening Location: Rm 11.407<br>**NAME OF BIDDER** | Cover Sheet/ Acknow. | Bid Bond or Check | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Acknowledgement of Addendum | Certificate of Authority to do Business in the State of Florida | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes |
| Merritt Veterinary Supplies, Inc. | Y | N | Y | Y | N/A | Y | Y |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| BIDS OPENED BY: | Lester L. Boyd, Purchasing Specialist | | | DATE: 5/4/2016 | | | |
| BIDS TABULATED BY: | Lori Kistler, SOSA | | | DATE: 5/4/2016 | | | |
| BIDS WITNESSED BY: | Lori Kistler, SOSA | | | DATE: 5/4/2016 | | | |

CAR DATE 6/2/2016

BOCC DATE 6/2/2016

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to Merritt Veterinary Supplies, Inc. in an annual amount of $100,000.

**Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.**

Notes:

Posted @ 11:00 a.m. CDT on 5/11/2016

LLB/lk

**AGREEMENT FOR VETERINARY SUPPLIES (PD 15-16.045)**

**THIS AGREEMENT** is made this _____ day of _____, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Merritt Veterinary Supplies, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 57-03051450, and whose principal address is 1520 Pineview Road, Columbia, South Carolina 29209.

**WITNESSETH:**

**WHEREAS**, on April 11, 2016, the County issued an Invitation to Bidders (PD 15-16.045) seeking a contractor to provide certain Animal Shelter and Veterinary Clinic supplies; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the date last executed and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of sixty (60) months. Pricing and all other terms and conditions of the agreement shall apply during any renewal term unless the agreement is amended in writing.

After all options to renew have been exercised and it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the parties may agree to extend the agreement on a month-to-month basis up to a maximum of six (6) additional months. Pricing and all other terms and conditions of the agreement shall apply during the interim period. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Animal Shelter and Veterinary Clinic Supplies, Specification No. P.D. 15-16.045, attached hereto as **Exhibit**

"A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for supplies in accordance with the Bid Form, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only that which is ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as

well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

| | |
|---|---|
| To: Merritt Veterinary Supplies, Inc. | To: Escambia County |
| Attention: Lloyd Merritt | Attention: County Administrator |
| 1520 Pineview Drive | 221 Palafox Place, Suite 420 |
| Columbia, South Carolina 29209 | Pensacola, Florida 32502 |

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: _____
Grover C. Robinson, IV, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

**CONTRACTOR:**
**MERRITT VETERINARY SUPPLIES, INC.**

ATTEST:

_____
By: Lloyd Merritt

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title:
Date: 5/16/16

**ESCAMBIA COUNTY FLORIDA**
**INVITATION TO BID**
**BIDDER'S CHECKLIST**
**SHELTER AND VET CLINIC SUPPLIES AGREEMENT**
**SPECIFICATION PD 15-16.045**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

- *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- BID FORMS (WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

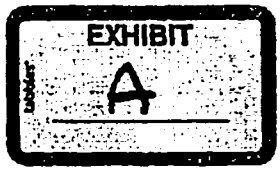
THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.**
**DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY**
**FLORIDA**

# INVITATION TO BIDDERS

**SHELTER AND VET CLINIC SUPPLIES AGREEMENT**

**SPECIFICATION NUMBER PD 15-16.045**

**BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, WEDNESDAY, MAY 4, 2016**

**Bid Opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 4, 2016 at 10:30 a.m., CST**

**Office of Purchasing, Room 11.101**
**213 Palafox Place, Pensacola, FL 32502**
**Matt Langley Bell III Building**
**Post Office Box 1591**
**Pensacola, FL 32591-1591**

**Board of County Commissioners**

Grover C. Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry

**Procurement Assistance:**
**Lester L. Boyd**
**Purchasing Specialist**
**Office of Purchasing, 2nd Flr.**
**Matt Langley Bell III, Building**
**213 Palafox Place**
**Pensacola, FL 32502**
**Tel: (850) 595-4944**
**Fax: (850) 595-4805**

**Technical Assistance:**
**John Robinson**
**Division Manager**
**200 W. Fairfield Drive**
**Pensacola, Florida 32501**
**Tel: (850) 595-0090**
**Fax: (850) 595-3081**

**SPECIAL ACCOMMODATIONS:**
**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

## NOTICE

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

**NOTICE**

**In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:**

(revised 12/1/2014)

***Sec. 46-110.-Local Preference in Bidding***

**(d) *Preference in purchase of commodities and services by means of competitive bid.*** **Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:**

***Competitive bid (local price match option).*** **Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer**

(i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

**SHELTER AND VET CLINIC SUPPLIES AGREEMENT**

**PD 15-16.045**

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**Forms marked with a (** Double Asterisk) should be returned with Offer.**


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# SIGN AND RETURN THIS FORM WITH YOUR BIDS**
# SOLICITATION, OFFER AND AWARD FORM

**BID FORM**
**SUBMIT OFFERS TO:**
**Lester L. Boyd, Purchasing Specialist**
**Office of Purchasing, 2nd Floor, Room 11.101**
**213 Palafox Place, Pensacola, FL 32502**
**Post Office Box 1591, Pensacola, FL 32591-1591**
**Phone No: (850) 595-4944 Fax No: (850) 595-4805**

**ESCAMBIA COUNTY FLORIDA**

**Invitation to Bid**

**Shelter and Vet Clinic Supplies Agreement**
**PD 15-16.045**

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## SOLICITATION

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

---

## OFFER
**(SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:** _____

**TERMS OF PAYMENT:** _____

**DELIVERY DATE WILL BE____DAYS AFTER RECIEPT OF PURCHASE ORDER.**

**VENDOR NAME:** _____
**ADDRESS:** _____
**CITY, ST. & ZIP:** _____
**PHONE NO.: (____)** _____
**TOLL FREE NO.: (____)** _____
**FAX NO.: (____)** _____

**REASON FOR NO OFFER:** _____

**BID BOND ATTACHED $ 1,000.00**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. By submitting an offer to Escambia County, Florida, the offeror agrees that if this offer is accepted, then there will exist a contract between Escambia County Florida and offeror in which the exclusive venue for any and all causes of action arising out of or relating to such contract shall be in the Circuit Court of the First Judicial District of the State of Florida, or the Northern District of the United States Court of the State of Florida. For purposes of litigation arising out of or relating to this contract, offeror irrevocably submits to the jurisdiction of the Courts of the State of Florida and agrees that all terms and conditions of this offer and any contract resulting from acceptance of this offer shall be governed by and construed in accordance with the laws of the State of Florida. Any action or litigation arising out of or relating to this contract shall be commenced in Escambia County, Florida. All of the County's duties and obligations under this contract are subject to appropriation by the Board of County Commissioners of Escambia County, Florida, in its sole discretion. Any lack of appropriation shall result in termination of this contract. Offeror agrees to comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this contract or any purchase order issued pursuant to this contract. Offeror shall not pledge the County's credit or make it liable for any purchases. Only persons authorized to do so by the Board of County Commissioners of Escambia County, Florida, may bind the County to any obligation. Offeror agrees to allow the County to audit its books, records and documents relating to this contract or any purchase order issued pursuant to this contract for a period of three (3) years after termination of this contract or any purchase order issued pursuant to this contract. Offeror shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the County provided that any claims for money by offeror from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County. The County shall not be liable for interest on any payments due and owing under the provisions of this contract, and the County's duties and assignment shall be made and become effective at the time the County tenders final payment to the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**
**(TYPED OR PRINTED)**

** _____
**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER**
**(MANUAL)**

***Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.***

---

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

**BID FORM**
**Specification Number: PD 15-16.045**
**Shelter and Vet Clinic Supplies Agreement**

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Is your business located in a Community Redevelopment Area within Escambia County? Yes____

| Supplies | Price |
|---|---|
| AUTOCLAVE TAPE LEAD FREE 1" | |
| CLEAR CUSTOM COLLAR ASSORTED | |
| VETBOND 3M | |
| VETRAP ASSORTED 4" 18CT 1410 | |
| GAUZE SPONGES 8M 4X4 12PLY 200 | |
| BOUFFANT NURSE'S CAP 24" 100 | |
| TONGUE DEPRESSOR 500 | |
| BANDAGE CONFORM STRETCH 4" 12 | |
| BANDAGE CURITY ROLL 1" 12CT | |
| DRAPE MATERIAL SURGI 100YD | |
| NEEDLE 8250 22X1.5 MONO HU 100 | |
| NEEDLE 8251 25X5/8 VET 100CT | |
| SYR 12CC L LOCK MONOJECT 60CT | |
| SYR 10CTB L SLIP MONOJECT 100 | |
| SYR 60C L LOCK MONOJECT 50CT | |
| TRUFA PAD 3X4 100 | |
| PET CARRIER 602 | |
| ALCOHOL 70% 4QTS=GALLON *ORM-D | |
| VETSCAN HEARTWORM TEST 100ct | |
| PARVO TEST | |
| FELINE TEST | |
| CHLORHEXIDINE 4% SCRUB GALLON | |
| LATEX EXAM GLOVES | |
| SURGICAL GLOVES | |
| NITRIL GLOVES | |
| ACCEL CLEANER-55 GAL DRUM | |
| DATAMARS MICROCHIP SHELTER PAK | |
| Vaccines | |
| DA2ppv | |
| Bordatella | |
| FVRCP | |
| Rabies | |

| Pharmaceuticals - Generics when available | |
|---|---|
| AZITHROMYCIN 200MG/5ML 30ML | |
| LOXICOM INJ 5MG/ML 20ML | |
| KETAMINE | |
| DEXDOMITOR | |
| TORBUGESIC | |
| ANTISEDAN | |
| TELAZOL | |
| CERENIA | |
| ALBON | |
| SOLU-DELTA-CORTEF | |
| RIMADYL | |

**CONTRACTOR REQUIREMENTS:**

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date_____ Addendum No:_____ Addendum No: _____

Date _____ Addendum No: _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number: _____

Occupational License No: _____

Florida DBPR Contractor's License, Certification, and/or,

Registration No: _____

Type of Contractor's License, Certification, and/or, Registration: _____

Expiration Date: _____

Terms of Payment

(Check one): Net 30 Days_____ 2% 10th Prox_____

Will your company accept Escambia County Purchasing Cards? Yes_____ No _____

Will your company accept Escambia County Direct Payment Vouchers? Yes_____ No _____

County Permits/Fees required for this project:

Permit Cost

NONE KNOWN

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

_____

Person to Contact Concerning the Bid:

_____

Phone/Toll/Fax

_____

E-Mail Address

_____

Home Page Address:_____

_____

Person to contact for Emergency service:

_____

Phone/Cell/Pager No: _____

_____

Person to contact for Disaster service:

_____

Home Address: _____

_____

Home Phone/Cell/Pager: _____

_____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(signature)

Sworn to an subscribed before me this_____ day of_____, 19_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

**Information Sheet**
**For Transactions and Conveyances**
**Corporation Identification**

**The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.**

**(Please Circle One)**

**Is this a Florida Corporation** Yes or No

**If not a Florida Corporation,**
**In what state was it created:** _____
**Name as spelled in that State:** _____

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

**Name of Corporation (As used in Florida):**

_____
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

**(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)**

**(Please continue and complete page 2)**

**Page 2 of 2**
**Corporate Identification**

**Federal Identification Number:** _____
**(For all instruments to be recorded, taxpayer's identification is needed)**

**Contact person for company:** _____
**Telephone Number:** _____ **Facsimile Number:** _____

**Name of individual who will sign the instrument on behalf of the company:**

_____

**(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)**

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**

_____

END

**(850) 488-9000** **Verified by:** _____ **Date:** _____

## ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980, or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/departments/purchasing
Click on ON-LINE SOLICITATIONS

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

**SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

**Instructions to Offerors**

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.045,"Shelter and Vet Clinic Supplies Agreement", Name of Submitting Firm, Time and Date due.**
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

**Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

**Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Procurement Questions

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist Tel: (850) 595-4944, Fax: (850) 595-4805. Technical questions may be directed to John Robinson, Division Manager, Animal Shelter, Tel: (850) 595-0090, Fax: (850) 595-3081. The last day for Vendors questions is listed as Thursday, April 21, 2016, at 03:00 P.M.

3. Bid Forms

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference
N/A

5. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. Delivery

Delivery is to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

**Clerk of the Circuit Court**
**Attention: Accounts Payable**
**221 Palafox Place**
**Pensacola, FL 32502**

9. Protection of Property/Security

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

## Contract Information

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County, and the Awardee vendor until such time as the contract is executed by the last party to the transaction.**

10. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offerors's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **Ordering**

The County will issue release purchase orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction. The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance (C.O.I.), should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

**Business Auto Liability**- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.

4. **Designate Escambia County as the Certificate Holder as follows:**
**Escambia County**
**Attention: Lester L. Boyd, Purchasing Specialist**
**Office of Purchasing, Room 11.101**
**P. O. Box 1591**
**Pensacola, FL 32591-1591**
**Tel: (850) 595-4944**
**Fax: (850) 595-4805**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

# EXHIBIT "A"
# SCOPE OF WORK
## SHELTER AND VET CLINIC SUPPLIES AGREEMENT

**SCOPE OF WORK**
The purpose of this Invitation to Bid is to provide prompt and efficient uniform rental services to various County Departments from a single source of supply at fair and reasonable prices.

The quantities listed for each department are estimated quantities only. There are approximately 250 employees that will be receiving uniforms. The County reserves the right to increase or decrease the quantities stated as it deems necessary.

**QUALIFICATIONS:**

## Bid for Shelter and Veterinary Supplies

**Scope of Work:** The contractor(s) may be contacted by approved staff members of Escambia County Animal Services to purchase items needed. The contractor(s) will be responsible for providing the appropriate product(s) in a timely manner to the Escambia County Animal Shelter. The contractor's representative will alert if they are no longer able to supply items ordered. The contractor(s) should be able to provide most of the requested pharmaceuticals or a generic alternative.

**Qualifications:**

The contractor must be able to ship into Florida if located outside of the state.

If the contractor is supplying controlled substances, they must be able to provide proper documentation for licensing and meet all DEA requirements.

The contractor will honor manufacturer's shelter pricing programs that are designed for distributor billing.

The contractor(s) will notify Escambia County of any changes in pricing for items that they provide regularly to the county.

In the event that the contractor(s) is providing items with expiration dates, they will insure that the product has at least a one year shelf life.

# SIGN AND RETURN THIS FORM WITH YOUR BIDS**
## SOLICITATION, OFFER AND AWARD FORM

**BID FORM**
**SUBMIT OFFERS TO:**
Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4944 Fax No: (850) 595-4805

**ESCAMBIA COUNTY FLORIDA**

**Invitation to Bid**

**Shelter and Vet Clinic Supplies Agreement**
**PD 15-16.045**

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**SOLICITATION**

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

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**OFFER**
**(SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 570305 1450

TERMS OF PAYMENT: Net End of month

DELIVERY DATE WILL BE 5 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Merritt Veterinary Supplies, Inc
ADDRESS: 102 Distribution Drive
CITY, ST. & ZIP: Homewood, AL 35209
PHONE NO.: (205) 942-4744
TOLL FREE NO.: (800) 972-4744
FAX NO.: (800) 942-4544

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in a position to perform with all requirements of the solicitation, including but not limited to certification requirements. In connection with this offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida, for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Brenda Bailey Mgr
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**Brenda Bailey
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.***

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In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:



EXHIBIT
Tabbies
B

**BID FORM**
**Specification Number: PD 15-16.045**
**Shelter and Vet Clinic Supplies Agreement**

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Is your business located in a Community Redevelopment Area within Escambia County? Yes___

| Supplies | Price | |
|---|---|---|
| AUTOCLAVE TAPE LEAD FREE 1" | 6.99 | |
| CLEAR CUSTOM COLLAR ASSORTED | 41.60 | |
| VETROND 3ML | 16.10 | |
| VETRAP ASSORTED 4" 18CT 1410 | 30.86 | |
| GAUZE SPONGES EM 4X4 12PLY 200 | 4.76 | |
| BOUFFANT NURSE'S CAP 24" 100 | 4.43 | |
| TONGUE DEPRESSOR 500 | 5.14 | |
| BANDAGE CONFORM STRETCH 4" 12 | 3.57 | |
| BANDAGE CURITY ROLL 1" 12CT | 5.59 | |
| DRAPE MATERIAL SURGI 100YD | 92.90 | |
| NEEDLE #250 22XL.5 MONO HU 100 | 9.34 | |
| NEEDLE #251 25X5/8 VET 100CT | 9.34 | |
| SYR 12CC L LOCK MONOJECT 80CT | 21.20 | |
| SYR 10CTB L SLIP MONOJECT 100 | 17.28 | |
| SYR 60C L LOCK MONOJECT 50CT | 10.67 | |
| TELFA PAD 3X4 100 | 20.52 | |
| PET CARRIER 002 | 43.42 | |
| ALCOHOL 70% 4QTS=GALLON *OBM-D | 20.80 | |
| VETSCAN HEARTWORM TEST 100ct | | * |
| PARVO TEST | | * |
| FELUK TEST | | * |
| CHLORHEXIDINE 4% SCRUB GALLON | 37.08 | |
| LATEX EXAM GLOVES | 5.73 | |
| SURGICAL GLOVES | 26.25 | |
| NITRIL GLOVES | 6.00 | |
| ACCEL CLEANER-55 GAL DRUM | | * |
| DATAMARS MICROCHIP SHELTER PAK | | * |
| Vaccines | | |
| DA2ppv | | * |
| Bordetella | | * |
| FVRCP | | * |
| Rabies | | * |

*Manufacturers have set bid/shelter pricing. Merritt will honor and follow manufacturer policy on shelter program(s). Unable to enter 2016 pricing due to bid request of 36 to 60 month.

| Pharmaceuticals - Generics when available | | |
|---|---|---|
| AZITHROMYCIN 200MG/5ML 30ML | | ** |
| LOXICOM INJ 5MG/ML 20ML | | ** |
| KETAMINE | | ** |
| DEXDOMITOR | | ** |
| TORSUGESIC | No bid | |
| ANTISEDAN | | ** |
| TELAZOL | | ** |
| CERENIA | No bid | |
| ALBON | | ** |
| SOLU-DELTA-CORTEF | No bid | |
| RIMADYL | No bid | |

**
Unable to give 36 month bid due to fluctuation in price year to year.

# PURCHASE ORDER NO. 170700-1

**CHANGE DATE: 02/02/17**

## 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

133193 FAX: 803-695-6909
MERRITT VETERINARY SUPPLIES INC
1520 PINEVIEW DR
COLUMBIA SC 29209

SHIP TO

ANIMAL SERVICES

200 W. FAIRFIELD DRIVE
PENSACOLA, FL 32501

ATTN: DAWN HARRIS 595-0090

| ORDER DATE: 02/02/17 | BUYER: PURCHASING MANAGER | REQ. NO.: 17000514 | REQ. DATE: 10/12/16 |
|---|---|---|---|
| TERMS: NET 30 DAYS | F.O.B.: PP&ADD | DESC.: CHANGE ORDER - 1 | |

| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 01 | .00 | LOT | BLANKET PO FOR FY 2016-2017 FOR ANIMAL MEDICAL/SURGICAL SUPPLIES.<br>PD 15-16.045<br>BCC APPROVED 6-2-2016 | 51000.0000 | 51,000.00 |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE |
|---|---|---|---|
| 01 | 250202 55201 | 51,000.00 | |

| | |
|---|---|
| PAGE TOTAL $ | 51,000.00 |
| TOTAL $ | 51,000.00 |

**APPROVED BY**

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

# PURCHASE ORDER NO. 170700

## 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
133193 FAX: 803-695-6909
MERRITT VETERINARY SUPPLIES INC
1520 PINEVIEW DR
COLUMBIA SC 29209

SHIP TO
ANIMAL SERVICES
200 W. FAIRFIELD DRIVE
PENSACOLA, FL 32501
ATTN: DAWN HARRIS 595-0090

| ORDER DATE: 10/26/16 | BUYER: LORI KISTLER | REQ. NO.: 17000514 | REQ. DATE: 10/12/16 |
|---|---|---|---|
| TERMS: NET 30 DAYS | F.O.B.: PP&ADD | DESC.: | |

| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 01 | 1.00 | LOT | BLANKET PO FOR FY 2016-2017 FOR ANIMAL MEDICAL/SURGICAL SUPPLIES.<br>PD 15-16.045<br>BCC APPROVED 6-2-2016 | 49000.0000 | 49,000.00 |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE |
|---|---|---|---|
| 01 | 250202 55201 | 49,000.00 | |

| | |
|---|---|
| PAGE TOTAL $ | 49,000.00 |
| TOTAL $ | 49,000.00 |

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

## AGREEMENT FOR VETERINARY SUPPLIES (PD 15-16.045)

**THIS AGREEMENT** is made this 2nd day of June, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Merritt Veterinary Supplies, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 57-03051450, and whose principal address is 1520 Pineview Road, Columbia, South Carolina 29209.

**WITNESSETH:**

**WHEREAS**, on April 11, 2016, the County issued an Invitation to Bidders (PD 15-16.045) seeking a contractor to provide certain Animal Shelter and Veterinary Clinic supplies; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the date last executed and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of sixty (60) months. Pricing and all other terms and conditions of the agreement shall apply during any renewal term unless the agreement is amended in writing.

After all options to renew have been exercised and it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the parties may agree to extend the agreement on a month-to-month basis up to a maximum of six (6) additional months. Pricing and all other terms and conditions of the agreement shall apply during the interim period. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Animal Shelter and Veterinary Clinic Supplies, Specification No. P.D. 15-16.045, attached hereto as **Exhibit**

"A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for supplies in accordance with the Bid Form, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only that which is ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as

well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

| | |
|---|---|
| To: Merritt Veterinary Supplies, Inc. | To: Escambia County |
| Attention: Robert M. Mims | Attention: County Administrator |
| 1520 Pineview Drive | 221 Palafox Place, Suite 420 |
| Columbia, South Carolina 29209 | Pensacola, Florida 32502 |

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: _____
Grover C. Robinson, IV, Chairman

Date: 7-5-2016

BCC Approved: 06-02-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Kimberly McLeod
Deputy Clerk

(SEAL)

**CONTRACTOR:**
**MERRITT VETERINARY SUPPLIES, INC.**

ATTEST:

By: ~~Lloyd Merritt~~ Robert M. Mims, Jr. President

Date: 06-15-16

By: _____
Corporate Secretary

(SEAL)

Witness: Brenda Bailey
Brenda Bailey

Katherine Williamson

Approved as to form and legal sufficiency.

By/Title:
Date: 5/16/16

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SHELTER AND VET CLINIC SUPPLIES AGREEMENT
SPECIFICATION PD 15-16.045

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

## THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- BID FORMS (WITH ORIGINAL SIGNATURE)

## THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
  OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.**
**DO NOT RETURN WITH YOUR BID**

# ESCAMBIA COUNTY
# FLORIDA

## INVITATION TO BIDDERS

**SHELTER AND VET CLINIC SUPPLIES AGREEMENT**

**SPECIFICATION NUMBER PD 15-16.045**

**BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, WEDNESDAY, MAY 4, 2016**

**Bid Opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 4, 2016 at 10:30 a.m., CST**

**Office of Purchasing, Room 11.101**
**213 Palafox Place, Pensacola, FL 32502**
**Matt Langley Bell III Building**
**Post Office Box 1591**
**Pensacola, FL 32591-1591**

**Board of County Commissioners**

Grover C. Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry

**Procurement Assistance:**
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Flr.
Matt Langley Bell III, Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

**Technical Assistance:**
John Robinson
Division Manager
200 W. Fairfield Drive
Pensacola, Florida 32501
Tel: (850) 595-0090
Fax: (850) 595-3081

**SPECIAL ACCOMMODATIONS:**
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

**NOTICE**

**In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:**

**(revised 1/21/2016)**

***Sec. 46-110.-Local Preference in Bidding***

**(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:**

***Competitive bid (local price match option).*** **Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.**

**When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer**

(i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

**Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.**

**SHELTER AND VET CLINIC SUPPLIES AGREEMENT**

**PD 15-16.045**

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**Forms marked with an (* Asterisk) must be returned with Offer.**
**Forms marked with a (** Double Asterisk) should be returned with Offer.**


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| Scope of Work | EXHIBIT "A" |

# SIGN AND RETURN THIS FORM WITH YOUR BIDS**
# SOLICITATION, OFFER AND AWARD FORM

**BID FORM**
**SUBMIT OFFERS TO:**
**Lester L. Boyd, Purchasing Specialist**
**Office of Purchasing, 2nd Floor, Room 11.101**
**213 Palafox Place, Pensacola, FL 32502**
**Post Office Box 1591, Pensacola, FL 32591-1591**
**Phone No: (850) 595-4944 Fax No: (850) 595-4805**

**ESCAMBIA COUNTY FLORIDA**

**Invitation to Bid**

**Shelter and Vet Clinic Supplies Agreement**
**PD 15-16.045**

---

## SOLICITATION

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

---

## OFFER
**(SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:** _____

**TERMS OF PAYMENT:** _____

**DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.**

**VENDOR NAME:** _____
**ADDRESS:** _____
**CITY, ST. & ZIP:** _____
**PHONE NO.: (____)** _____
**TOLL FREE NO.: (____)** _____
**FAX NO.: (____)** _____

**REASON FOR NO OFFER:** _____

**BID BOND ATTACHED $ 1,000.00**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**
**(TYPED OR PRINTED)**

**_____**
**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER**
**(MANUAL)**

***Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.***

---

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

**BID FORM**
**Specification Number: FD 15-16.045**
**Shelter and Vet Clinic Supplies Agreement**

**Board of County**
**Escambia County, Florida**
**Pensacola, Florida 32502**

**Commissioners:**
**In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:**

**Is your business located in a Community Redevelopment Area within Escambia County? Yes____**

| | Supplies | Price |
|---|---|---|
| | AUTOCLAVE TAPE LEAD FREE 1" | |
| | CLEAR CUSTOM COLLAR ASSORTED | |
| | VETBOND 1ML | |
| | VETRAP ASSORTED 4" 18CT 1410 | |
| | GAUZE SPONGES EM 4X4 12PLY 200 | |
| | BOUFFANT NURSE'S CAP 24" 100 | |
| | TONGUE DEPRESSOR 500 | |
| | BANDAGE CONFORM STRETCH 4" 12 | |
| | BANDAGE CURITY ROLL 1" 12CT | |
| | DRAPE MATERIAL SURGI 100YD | |
| | NEEDLE 8250 2200L5 MONO HU 100 | |
| | NEEDLE 8251 2516/8 VET 100CT | |
| | SYR 12CC L LOCK MONOJECT 60CT | |
| | SYR 10CC TB L SLIP MONOJECT 100 | |
| | SYR 60C L LOCK MONOJECT 50CT | |
| | TELFA PAD 3X4 100 | |
| | PET CARRIER DOG | |
| | ALCOHOL 70% 4QTS=GALLON *ORM-D | |
| | VETSCAN HEARTWORM TEST 100ct | |
| | PARVO TEST | |
| | FELUK TEST | |
| | CHLORHEXIDINE 4% SCRUB GALLON | |
| | LATEX EXAM GLOVES | |
| | SURGICAL GLOVES | |
| | NITRIL GLOVES | |
| | ACCEL CLEANER-55 GAL DRUM | |
| | DATAMARS MICRO CHIP SHELTER PAK | |
| Vaccines | | |
| | DA2ppv | |
| | Bordetella | |
| | FVRCP | |
| | Rabies | |

| Pharmaceuticals - Generics when available | |
|---|---|
| AZITHROMYCIN 200MG/5ML 30ML | |
| LOXICOM INJ 5MG/ML 20ML | |
| KETAMINE | |
| DEXDOMITOR | |
| TORBUGESIC | |
| ANTISEDAN | |
| TELAZOL | |
| CERENIA | |
| ALBON | |
| SOLU-DELTA-CORTEF | |
| RIMADYL | |

**CONTRACTOR REQUIREMENTS:**

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date_____ Addendum No:_____ Addendum No: _____

Date _____ Addendum No: _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number: _____

Occupational License No: _____

Florida DBPR Contractor's License, Certification, and/or,

Registration No: _____

Type of Contractor's License, Certification, and/or, Registration: _____

Expiration Date: _____

Terms of Payment

(Check one): Net 30 Days_____ 2% 10th Prox_____

Will your company accept Escambia County Purchasing Cards? Yes_____ No _____

Will your company accept Escambia County Direct Payment Vouchers? Yes_____ No _____

County Permits/Fees required for this project:

Permit Cost

NONE KNOWN _____

_____

_____

_____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

_____

Person to Contact Concerning the Bid:

_____

Phone/Toll/Fax

_____

E-Mail Address

_____

Home Page Address:_____

_____

Person to contact for Emergency service:

_____

Phone/Cell/Pager No: _____

_____

Person to contact for Disaster service:

_____

Home Address: _____

_____

Home Phone/Cell/Pager: _____

_____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 19_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

_____
**Offeror's Signature**

_____
**Date**

**Information Sheet**
**For Transactions and Conveyances**
**Corporation Identification**

**The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.**

**(Please Circle One)**

**Is this a Florida Corporation** Yes or No

**If not a Florida Corporation,**
In what state was it created: _____
Name as spelled in that State: _____

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

**Name of Corporation (As used in Florida):**

_____

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

**(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)**

**(Please continue and complete page 2)**

Corporate Identification

**Federal Identification Number:** _____
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** _____
**Telephone Number:** _____ **Facsimile Number:** _____

**Name of individual who will sign the instrument on behalf of the company:**

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**

_____

END

(850) 488-9000 Verified by: _____ Date: _____

## ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980, or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/departments/purchasing
Click on ON-LINE SOLICITATIONS


1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

## ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
## The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice: Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.045,"Shelter and Vet Clinic Supplies Agreement", Name of Submitting Firm, Time and Date due.**
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

**Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

**Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to **Lester L. Boyd, Purchasing Specialist Tel: (850) 595-4944, Fax: (850) 595-4805. Technical questions may be directed to John Robinson, Division Manager, Animal Shelter, Tel: (850) 595-0090, Fax: (850) 595-3081. The last day for Vendors questions is listed as Thursday, April 21, 2016, at 03:00 P.M.**

3. **Bid Forms**

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**
N/A

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. **Delivery**

Delivery is to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

**Clerk of the Circuit Court**
**Attention: Accounts Payable**
**221 Palafox Place**
**Pensacola, FL 32502**

9. Protection of Property/Security

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

## Contract Information

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County, and the Awardee vendor until such time as the contract is executed by the last party to the transaction.**

11. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offerors's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **Ordering**

The County will issue release purchase orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction. The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

## Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance (C.O.I.), should your firm be awarded the contract.

## County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

**Business Auto Liability-** Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. **Designate Escambia County as the Certificate Holder as follows:**
**Escambia County**
**Attention: Lester L. Boyd, Purchasing Specialist**
**Office of Purchasing, Room 11.101**
**P. O. Box 1591**
**Pensacola, FL 32591-1591**
**Tel: (850) 595-4944**
**Fax: (850) 595-4805**

5. **Indicate that the County shall be notified at least 30 days in advance of cancellation.**

**Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.**

**If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.**

**For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.**

23. **Indemnification**

**Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.**

# EXHIBIT "A"
# SCOPE OF WORK
## SHELTER AND VET CLINIC SUPPLIES AGREEMENT

**SCOPE OF WORK**
The purpose of this Invitation to Bid is to provide prompt and efficient uniform rental services to various County Departments from a single source of supply at fair and reasonable prices.

The quantities listed for each department are estimated quantities only. There are approximately 250 employees that will be receiving uniforms. The County reserves the right to increase or decrease the quantities stated as it deems necessary.

**QUALIFICATIONS:**

# Bid for Shelter and Veterinary Supplies

**Scope of Work:** The contractor(s) may be contacted by approved staff members of Escambia County Animal Services to purchase items needed. The contractor(s) will be responsible for providing the appropriate product(s) in a timely manner to the Escambia County Animal Shelter. The contractor's representative will alert if they are no longer able to supply items ordered. The contractor(s) should be able to provide most of the requested pharmaceuticals or a generic alternative.

**Qualifications:**

The contractor must be able to ship into Florida if located outside of the state.

If the contractor is supplying controlled substances, they must be able to provide proper documentation for licensing and meet all DEA requirements.

The contractor will honor manufacturer's shelter pricing programs that are designed for distributor billing.

The contractor(s) will notify Escambia County of any changes in pricing for items that they provide regularly to the county.

In the event that the contractor(s) is providing items with expiration dates, they will insure that the product has at least a one year shelf life.

# SIGN AND RETURN THIS FORM WITH YOUR BIDS**
# SOLICITATION, OFFER AND AWARD FORM

**BID FORM**
SUBMIT OFFERS TO:
Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4944 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Shelter and Vet Clinic Supplies Agreement
PD 15-16.045

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**SOLICITATION**

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties in the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

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**OFFER**
**(SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 570305 1450

TERMS OF PAYMENT: Net, End of month

DELIVERY DATE WILL BE 5 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Merritt Veterinary Supplies, Inc.
ADDRESS: 102 Distribution Drive
CITY, ST. & ZIP: Homewood, AL 35209
PHONE NO.: (205) 942-4744
TOLL FREE NO.: (800) 972-4744
FAX NO.: (800) 942-4544

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Brenda Bailey Mgr
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**Brenda Bailey
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.***

---

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:



EXHIBIT
Bidder B

**BID FORM**
**Specification Number: PD 15-16.045**
**Shelter and Vet Clinic Supplies Agreement**

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Is your business located in a Community Redevelopment Area within Escambia County? Yes____

| Supplies | Price | |
|---|---|---|
| AUTOCLAVE TAPE LEAD FREE 1" | 6.99 | |
| CLEAR CUSTOM COLLAR ASSORTED | 41.60 | |
| VETBOND 3ML | 16.10 | |
| VETRAP ASSORTED 4" 18CT 1410 | 30.86 | |
| GAUZE SPONGES EM 4X4 12PLY 200 | 4.76 | |
| BOUFFANT NURSE'S CAP 24" 100 | 4.43 | |
| TONGUE DEPRESSOR 500 | 5.14 | |
| BANDAGE CONFORM STRETCH 4" 12 | 3.57 | |
| BANDAGE CURITY ROLL 1" 12CT | 5.59 | |
| DRAPE MATERIAL SURGI 100YD | 92.90 | |
| NEEDLE #250 22X1.5 MONO HU 100 | 9.34 | |
| NEEDLE 0251 25X5/8 VET 100CT | 9.34 | |
| SYR 12CC L LOCK MONOJECT 50CT | 21.20 | |
| SYR 1CC TB L SLIP MONOJECT 100 | 17.28 | |
| SYR 6CC L LOCK MONOJECT 50CT | 10.67 | |
| TELFA PAD 3X4 100 | 20.52 | |
| PET CARRIER 002 | 43.42 | |
| ALCOHOL 70% 4QTS=GALLON *ORM-D | 20.80 | |
| VETSCAN HEARTWORM TEST 100ct | | * |
| PARVO TEST | | * |
| FELUK TEST | | * |
| CHLORHEXIDINE 4% SCRUB GALLON | 37.08 | |
| LATEX EXAM GLOVES | 5.73 | |
| SURGICAL GLOVES | 26.25 | |
| NITRIL GLOVES | 6.00 | |
| ACCEL CLEANER-55 GAL DRUM | | * |
| DATAMARS MICROCHIP SHELTER PAK | | * |
| Vaccines | | |
| DA2ppv | | * |
| Bordetella | | * |
| FVRCP | | * |
| Rabies | | * |

*Manufacturers have set bid/Shelter pricing. Merritt will honor and follow manufacturer policy on shelter program(s). Unable to enter 2016 pricing due to bid request of 36 to 60 month.

| Pharmaceuticals - Generics when available | | |
|---|---|---|
| | AZITHROMYCIN 200MG/5ML 30ML | ** |
| | LOXICOM (A) 5MG/ML 20ML | ** |
| | KETAMINE | ** |
| | DEXDOMITOR | ** |
| | TORSUGESIC | No bid |
| | ANTISEDAN | ** |
| | TELAZOL | ** |
| | CERENIA | No bid |
| | ALBON | ** |
| | SOLU-DELTA-CORTEF | No bid |
| | RIMADYL | No bid |

** Unable to give 36 month bid due to fluctuation in price year to year.

# CHANGE ORDER REQUEST
# PURCHASE ORDER / RELEASE ORDER / CONTRACT

| | | | | | |
|---|---|---|---|---|---|
| Vendor Code: | 133193 | Vendor Name: | Merritt Veterinary Supplies Inc | | |
| Project Number: | | P.O. Number: | 170700 | C.O. Number | 2 |
| Department: | BID/ Animal Services | P.D. Number: | | Date: | 07/21/17 |

**Notes for Modifying the Scope of Award:**

This change order provides for an increase in funds
to Cost Center 250202 Object Code 55201 in the amount of $30,000.00

Original PO- $49,000.00
add CO 1,$ 51,00,000
add CO 2- new PO total- $130,000

**To Modify Existing Purchase Order:**

| | | Quantity Adjustment: | | Amount: | $30,000.00 |
|---|---|---|---|---|---|
| Adding Dollars to Line Item No: | 1 | | | | |
| Deleting Dollars from Line Item No: | | Adjustment: | | Amount: | |
| Adding Dollars to Line Item No: | | Adjustment: | | Amount: | |
| Deleting Dollars from Line Item No: | | Adjustment: | | Amount: | |

**Modify Notes:**

| | |
|---|---|
| Date of BCC action: (**ATTACH RESUMÉ**) | |
| Previous Purchase Order Total Dollars: | $100,000.00 |
| Net Dollars added or subtracted: | $30,000.00 |
| New Purchase Order Total Dollars: | $130,000.00 |
| Previous Contract Total Dollars: | |
| Net Dollars added or subtracted: | |
| New Contract Total Dollars: | |

**Modifying Cost Centers, Object Code / Accounts and Project Numbers:**

| Cost Center: | Object Code: | Project Number: | + / - Change | Dollar Amount |
|---|---|---|---|---|
| 250202 | 55201 | | 30000 | $130,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

**Request Prepared By:** Dawn Harris **Date:** 07/21/17

**Contract Administrator's Certification & Approval:** _____ **Date:** 7/21/17

**Office of Purchasing Review Agent:** _____ **Date:** _____

**Bureau Chief:** _____ **Date:** _____

**County Administrator's Approval:** _____ **Date:** _____

F0020 (Revised 1/31/2008)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12520** **County Administrator's Report 16. 5.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Supplemental Budget Amendment #166 - Sherriff's Off-Duty Officer, Insurance, and Miscellaneous Reimbursements/Fees
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #166 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, General Fund (001), in the amount of $23,680, to recognize the Sheriff's off-duty officer, insurance and miscellaneous reimbursements/fees, and to appropriate these funds to offset operating expenses in the Sheriff's Budget associated with these programmatic costs.

## BACKGROUND:
The Sheriff's Department has received off-duty officer, insurance, and miscellaneous reimbursements/fees associated with providing law enforcement in Escambia County. SBA#166 appropriates these funds back into the Sheriff's FY 16/17 Budget to offset the programmatic costs to his budget.

## BUDGETARY IMPACT:
This amendment will increase Fund 001 by $23,680.

## LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires increases and decreases in revenue to be approved by the Board.

## IMPLEMENTATION/COORDINATION:

N/A

## Attachments

SBA#166

**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 County Budget.**

**WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance, and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:**

| General Fund | 1 |
|---|---|
| **Fund Name** | **Fund Number** |

| Revenue Title | Fund Number | Account Code | Amount |
|---|---|---|---|
| Auto Accidents | 1 | 369939 | 2,541 |
| Investigations | 1 | 341525 | 192 |
| Firing Range | 1 | 347532 | 75 |
| Off Duty Officers | 1 | 369401 | 20,092 |
| Public Records | 1 | 369939 | 525 |
| Miscellaneous Fees | 1 | 369939 | 255 |
| **Total** | | | **23,680** |

| Appropriations Title | Fund Number/Cost Center | Account Code/ Project Number | Amount |
|---|---|---|---|
| Operating Expenses | 001/540101 | 59703 | 23,680 |
| **Total** | | | **23,680** |

**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: 2017.07.19 13:47:56 -05'00'
**OMB Approved**

**Supplemental Budget Amendment**
#166

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12521** **County Administrator's Report 16. 6.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Supplemental Budget Amendment #172 - FEMA Proceeds and LOST III Funding Transfer to the Jail Capital Projects Fund
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #172 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #172, Local Option Sales Tax (LOST) III Fund (352) and Series 2017 Capital Project Fund (311), in the amount of $7,828,680, to recognize anticipated Federal Emergency Management Agency Funds (FEMA) and a transfer of LOST III Funds in Fund (311), for the construction of the new Jail Facility where all associated construction costs related to this project will be captured.

## BACKGROUND:

This Supplemental Budget Amendment anticipates FEMA proceeds in the amount of $50,143,051 and a transfer of LOST Funds in the amount of $6,174,261 to Fund (311). The Capital Projects bond proceeds have also been recognized in Fund (311) to move forward with all expenditures associated with the New Jail construction.

In April 2014 the Central Booking Detention Facility (CBDF) sustained significant damage rendering it unusable or repairable. FEMA will pay 87.5% of the estimated costs to rebuild a Jail Facility similar to the CBDF (based on project worksheet 1006).

## BUDGETARY IMPACT:

This amendment will increase Fund 311 by $56,317,312 and decrease Fund 352 by $48,488,632.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#172

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**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 expects to receive reimbursements from FEMA and the State of Florida for the construction of the new jail facility, and these funds were previously budgeted in the LOST fund and should be moved to the correct fund 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:**

| Fund Name | Fund Number |
|---|---|
| Series 2017 Capital Project Fund | 311 |
| Local Option Sales Tax III Fund | 352 |

| Revenue Title | Fund Number | Account Code | Amount |
|---|---|---|---|
| FEMA Reimbursements | 352 | 331203 | ($41,561,685) |
| State DCA Reimbursement | 352 | 334253 | (6,926,947) |
| FEMA Reimbursements | 311 | 331203 | 50,143,051 |
| Transfers from LOST III | 311 | 381352 | 6,174,261 |
| | | | |
| | | | |
| | | | |
| **Total** | | | **$7,828,680** |

| Appropriations Title | Fund Number/Cost Center | Account Code/ Project Number | Amount |
|---|---|---|---|
| Buildings | 352/290407 | 56201 | ($48,488,632) |
| Buildings | 311/290408 | 56201 | 54,662,893 |
| Buildings | 311/290408 | 56201 | 1,654,419 |
| Buildings | 352/290407 | 56201 | (6,174,261) |
| Transfers to Jail Improvement Fund | 352/110268 | 59311 (New) | 6,174,261 |
| | | | |
| | | | |
| | | | |
| **Total** | | | **$7,828,680** |

**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: 2017.07.19 11:49:44 -05'00'

**OMB Approved**

**Supplemental Budget Amendment**
#172

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12611** **County Administrator's Report 16. 7.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** SMG Incentive Fees
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Payment of the SMG Incentive Fees for the Pensacola Bay Center - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the issuance of a Purchase Order to pay incentive fees to SMG Management Services for Fiscal Year 2016, for performance incentives in the amount of $157,286.60, as part of the SMG Management Services Agreement, approved by the Board on February 16, 2012, and amended May 21, 2015.

[Funding: Fund 409, Bay Center Management Fee, Cost Center 360401, Account 53401]

## BACKGROUND:

On February 16, 2012, the Board approved to extend the Pensacola Civic Center Management Services Agreement with SMG, a three-year Agreement for management services at the Pensacola Bay Center, commencing October 1, 2012. The extension allowed for 5% commission on all food and beverage revenues and an incentive fee of 35% of any reduction in the net loss up to $250,000 over a pre-established benchmark or 40% of any reduction over $250,000. The Agreement also required that SMG pass an annual facilities inspection to qualify for any incentive.

On May 21, 2015, the Board approved the Amendment to Management Services Agreement between the County and SMG for the Pensacola Bay Center to allow for the negotiation of an adjusted benchmark used to determine the SMG annual incentive fee in the event of an increase to net operating loss, due to the Pensacola Bay Center Ice Hockey Lease between Escambia County and the Pensacola Ice Flyers.

Article 16.2 of the Pensacola Civic Center Management Services Agreement was amended as follows:

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to

Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual New Operating Loss compared to the Net Operating Loss Benchmark, as follows:

| % of improvement | % to County | % to SMG |
|---|---|---|
| Up to $250,000 | 65% | 35% |
| Greater than $250,000 | 60% | 40% |

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or $263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in Section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

If the anticipated Net Operating Loss should increase during any Fiscal Year due to the use of the Pensacola Bay Center for professional ice hockey pursuant to the terms and conditions of the Pensacola Bay Center Ice Hockey Lease or for waivers made by the County, in whole or in part, for any applicable user fees or operational expenses referenced herein then County and Management Company agree to negotiate in good faith to determine an adjusted Net Operating Loss Benchmark for the purpose of calculating Management Company's annual Incentive Fee.

The Fiscal Year 2016 Food and Beverage Incentives were paid for October 1, 2015, through August 31, 2016, in the amount of $98,574, on October 6, 2016. The September 2016 Food and Beverage Incentives were paid in the amount of $7,078, on May 17, 2017.

**BUDGETARY IMPACT:**

Funding: Fund 409, Cost Center 360401, Account 53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

## Attachments

SMG F&B Invoice
SMG Incentives Calculations
BCC Action and Agreement
Amendment to SMG Agreement

# INVOICE

SMG
300 Four Falls Corporate Center
300 Conshohocken State Road
W. Conshohocken, PA 19428

| | |
|---|---|
| INVOICE DATE: | 5/8/2017 |
| INVOICE NUMBER: | 092196 |
| CUSTOMER NUMBER: | 001032 |
| TERMS: | NET 30 DAYS |
| DUE DATE | 6/7/2017 |

ESCAMBIA COUNTY
201 EAST GREGORY STREET
PENSACOLA, FL 32501



| DESCRIPTION | AMOUNT |
|---|---|
| 2016 INCENTIVE FEE | 157,286.60 |
| **Invoice Total:** | **$157,286.60** |

INVOICE COPY

# INVOICE

SMG
300 Four Falls Corporate Center
300 Conshohocken State Road
W. Conshohocken, PA 19428

| | |
|---|---|
| INVOICE DATE: | 5/8/2017 |
| INVOICE NUMBER: | 092196 |
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| DUE DATE | 6/7/2017 |

ESCAMBIA COUNTY
201 EAST GREGORY STREET
PENSACOLA, FL 32501



| DESCRIPTION | AMOUNT |
|---|---|
| 2016 INCENTIVE FEE | 157,286.60 |
| **Invoice Total:** | **$157,286.60** |

REMITTANCE COPY

# INVOICE

SMG
300 Four Falls Corporate Center
300 Conshohocken State Road
W. Conshohocken, PA 19428

| | |
|---|---|
| INVOICE DATE: | 5/8/2017 |
| INVOICE NUMBER: | 092196 |
| CUSTOMER NUMBER: | 001032 |
| TERMS: | NET 30 DAYS |
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ESCAMBIA COUNTY
201 EAST GREGORY STREET
PENSACOLA, FL 32501



| DESCRIPTION | AMOUNT |
|---|---|
| 2016 INCENTIVE FEE | 157,286.60 |
| **Invoice Total:** | **$157,286.60** |

ACCOUNTING COPY

**SMG Incentive Calculation - FY2016**

| | 2010 | 2011 | 2 Year Average | 2016 |
|---|---|---|---|---|
| Operating Income/(Loss) | ($2,521,941) | ($2,228,054) | ($2,374,998) | ($1,848,024) |
| Less: | | | | |
| Depreciation | 936,036 | 939,717 | 937,877 | 789,092 |
| Amortization | 0 | 0 | 0 | 0 |
| County Waived Fees | | | | 46,278 |
| Net Operating Loss for Incentive Calculation | **($1,585,905)** | **($1,288,337)** | **($1,437,121)** | **($1,012,655)** |
| | | | | |
| Decrease in Net Operating Loss from Benchmark | | | | $424,467 |
| SMG Incentive: | | | | |
| $0 - $250,000 in improvement | 35% | | | 87,500 |
| Over $250,000 in improvement | 40% | | | 69,787 |
| **Total Performance Incentive** | | | | **$157,286.60** |
| | | | | |
| Total | | | | **$157,286.60** |
| | | | | |
| Base Fee | | | | 183,682 |
| @ 150% | | | | 275,523 |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-2133** **County Administrator's Report 11. 17.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 02/16/2012
**Issue:** SMG Agreement Extension for Management Services at the Pensacola Civic Center
**From:** Amy Lovoy, Department Head
**Organization:** OMB
**CAO Approval:** Charles R. Oliver

**Information**

**RECOMMENDATION:**

Recommendation Concerning an Agreement Extension with SMG for Management Services at the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Pensacola Civic Center Management Services Agreement with SMG, a three-year Agreement for management services at the Pensacola Civic Center, commencing October 1, 2012. This Recommendation will extend this Agreement with different terms and conditions for a three-year period with an optional two-year extension following this time period. The basic terms of the Agreement are as follows:

A. Base fee of $175,500 with a CPI escalator each year. The increase in the base fee cannot exceed 3% annually;

B. 5% commission on all food and beverage revenues;

C. An incentive fee of 35% of any reduction in the net loss up to $250,000 over a pre-established benchmark or 40% of any reduction over $250,000;

D. Requirement that SMG pass an annual facilities inspection to qualify for any incentive;

E. Provisions that the three incentive fees that have been incurred by SMG totaling about $403,500 will instead be used to establish a marketing and promotions fund; and

F. If the County waives any fees or costs at the Civic Center, the County will pay the associated fees or costs from the 4th Cent Tourist Development Tax.

If the Agreement is not extended, the County will owe SMG three years of incentive fees ($403,500) plus the unamortized portion of the cost of the marquees originally purchased by SMG ($207,760). The County will subtract from these payments about $138,000 that was incurred as a result of a union dispute with the management of the Civic Center.

**BACKGROUND:**

The Agreement for management services at the Pensacola Civic Center is due to expire October 1, 2012. This recommendation will extend this contract with different terms and conditions for a three year period with an optional two year extension following this time period. The basic terms of the Agreement are as follows:

- Base fee of $175,500 with a CPI escalator each year. The increase in the base fee cannot exceed 3% annually.
- 5% commission on all food and beverage revenues.
- An incentive fee of 35% of any reduction in the net loss up to $250,000 over an pre-established benchmark or 40% of any reduction over $250,000.
- Requirement that SMG pass an annual facilities inspection to qualify for any incentive.
- Provisions that the three incentive fees that have been incurred by SMG totaling about $403,500 will instead be used to establish a marketing and promotions fund.
- If the County waives any fees or costs at the Civic Center, the County will pay the associated fees or costs from the 4th Cent Tourist Development Tax.

**BUDGETARY IMPACT:**

If the Agreement is not extended, the County will owe SMG three years of incentive fees ($403,500) plus the unamortized portion of the cost of the marquees originally purchased by SMG ($207,760). The County will subtract from these payments about $138,000 that were incurred as a result of a union dispute with the management of the Civic Center.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Although this contract does not commence until October 1, 2012, SMG has agreed to apply the incentive fee calculation to the 2012 fiscal year. If the new contract is terminated before the end of the contract period, the County will owe SMG the unamortized portion of the initial investment in the marketing and promotions fund.

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**Attachments**

SMG 2012 Contract
Letters of Support

Escambia County
Clerk's Original
2/16/2012 CAR II-7

Date: 2/17/12 Verified By: K Macarthur

## PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this ____ day of February, 2012, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "County"), and SMG, Federal Employer Identification Number (FEIN) 23-2511871, a general partnership, whose address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

## WITNESSETH:

**WHEREAS**, Escambia County is the owner of the Pensacola Civic Center, a publicly owned civic center, located at 201 E. Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds; and

**WHEREAS**, on or about December 9, 2004, the Parties entered into a Management Agreement, which was subsequently renewed and modified by written amendment on or about May 10, 2009;

**WHEREAS**, the Parties wish to revise certain substantive terms of the prior Management Agreement and enter into this Agreement, which is intended to supersede the prior Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, covenants, promises and agreements, contained herein and other good and valuable consideration, County and SMG hereby agree as follows:

Article 1. Purpose.

1.1 This Agreement hereby supersedes in its entirety the prior Management Agreement by and between Escambia County and SMG Corporation, dated December 9, 2004, and the subsequent corresponding amendment dated May 10, 2009.

1.2 County contracts with and grants to SMG the exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein. SMG contracts with County and accepts this exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein.

1.3 SMG understands and agrees this exclusive right to manage, operate and maintain the Pensacola Civic Center shall always be subject to County's right to operate the Civic Center as an emergency shelter during declared emergencies as determined by the State of Florida or the Board of County Commissioners. Such operation as an

emergency shelter shall include the furnishing of food and drink by County to persons so sheltered, notwithstanding any contractual provisions contained herein relating to the sale of concessions by SMG.

Article 2. Definitions.

2.1 As used in this Agreement the following terms shall have the following meanings:

a. "Affiliate" shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with SMG. For the purpose of this definition, "control" shall mean employment, agency relationship or contractual relationship with such a person or the ownership either directly or indirectly of equity securities or other ownership interests which represent more than twenty percent (20%) voting power in the controlled entity.

b. "Annual Budget" shall mean the budget prepared by SMG and approved by County, which identifies amounts to be allocated by the Board of County Commissioners, including Tourist Development Tax dollars or other revenues designated for the operation of the Pensacola Civic Center. Said budget shall consist of budgets for the following self-balancing activity centers: 1) operations and maintenance; 2) capital renewal and replacement; and 3) debt service budget.

c. "Annual Business and Marketing Plan" shall mean the plan to be developed by SMG for the Board of County Commissioners providing SMG's annual strategy to achieve the goals and objectives set forth in Article 4. Said plan shall include, but not be limited to, the following: 1) the proposed Annual Budget for the next Fiscal Year; and 2) the Marketing Plan, which identifies all relevant events, meetings, conventions, trade shows, corporate sponsorships, advertising and promotion opportunities, and seminars.

d. "Annual Management Report" shall mean the report prepared at the end of each Fiscal Year summarizing the actual financial and operational performance of the prior Fiscal Year.

e. "Capital Improvement" shall mean all fixtures, signs, displays, equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, including for example, seats and chairs, which are replaced and/or repaired in multiple units contemporaneously, having a purchase price of greater than twenty five thousand dollars ($25,000.00), and a life expectancy of greater than five (5) years.

f. "Civic Center Fund" shall mean those funds designated for Operating Expenses related to the operation, maintenance and renewal of the Civic Center.

g. "Emergency" shall mean any natural, technical, or man made disaster any of which is capable of: 1) threatening the life, health and safety of the public; or 2) damaging and destroying property; or 3) disrupting services and everyday business and recreational activities.

h. "Emergency Expenditure" shall mean an unbudgeted repair or expenditure resulting from an Emergency as defined herein.

i. "Escrow Account" shall mean the bank account created by SMG for deposit of monies received from advanced ticket sales.

j. "Event Staff" shall mean all staff necessary to execute an event, including but not limited to, house staff (event coordinator or house manager, supervisors, ticket takers, ushers, medical/EMT, event attendants, door guards, scoreboard programmer, switchboard operator, risk manager), security (uniformed security and in-house security), parking staff, production staff, maintenance staff and Zamboni drivers.

k. "Fiscal Year" shall mean a successive twelve month period beginning on October 1st of the calendar year and ending on September 30th of the following calendar year.

l. "Food and Beverage Revenue" shall mean all revenue generated in connection with the sale of public concessions, catering and related services for all catering, vending services, alcoholic beverages and amounts actually received by SMG from subcontractors, as calculated in accordance with generally accepted accounting principles, consistently applied. Food and Beverage Revenue does not include retail sales taxes and other taxes imposed upon receipts collected from a purchaser or consumer.

m. "Governmental Impositions" shall mean all taxes, assessments, fees, excises, licenses and governmental levies, both general and special, ordinary and extraordinary, unforeseen and foreseen, imposed by or through any Governmental Regulation, which at any time may be assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or become a lien upon the Pensacola Civic Center.

n. "Governmental Regulations" shall mean all laws, requirements, rules, orders, ordinances and regulations of the City of Pensacola, Escambia County,

the State of Florida and the United States Government or other governmental authority and of each and every department, entity, bureau and duly authorized official thereof, and any successor of these entities, which laws, requirements, rules, orders, ordinances and regulations are now or may hereafter be enacted.

o. "Gross Operating Revenues" shall mean amounts received by or realized by or accruing to the Pensacola Civic Center from rentals, commissions, fees food and beverage, novelty sales, signage revenues, advertising agency fees, public skating rental and fees, and such other miscellaneous income received or collected as a result of the Civic Center's operations. All Gross Operating Revenues as defined herein shall be applied to the operating and maintenance expenses of the Pensacola Civic Center.

Gross Operating Revenues shall NOT include: 1) revenues as defined in any bond anticipation notes and Bond Resolutions, which shall be considered as part of the capital renewal and replacement budget or as part of the debt service budget; 2) interest earned on any capital, debt sinking, or debt reserve account, or Tourist Development Tax proceeds; 3) advances or loans for capital improvements from either internal or external sources; 4) Tourist Development Tax Fund transfers; 5) Marketing and Promotion Fund transfers; or 6) interest on the Operating Account and Escrow Account.

Gross Operating Revenues shall NOT include any state and local Governmental Impositions on sales, rental or other activity generating such Gross Operating Revenues, and in the event any applicable Governmental Impositions are paid in advance by SMG, such Gross Operating Revenues shall be adjusted accordingly.

p. "Hockey Lease Agreement" shall mean the current Pensacola Civic Center Ice Hockey Lease, approved by the Escambia County Board of County Commissioners, and any amendments thereto.

q. "Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of the Pensacola Civic Center which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities.

r. "Marketing" shall mean those activities related to the presentation of the Pensacola Civic Center to the media and potential users as well as the development of the Annual Business and Marketing Plan as defined herein.

s. "Marketing and Promotions Fund" shall mean those funds designated for marketing and promotional activities related to the presentation of the Pensacola Civic Center.

t. "Net Operating Loss Benchmark" shall mean the average Net Operating Loss for the Fiscal Years ending September 30, 2010 and September 30, 2011. The calculation of the Net Operating Loss Benchmark is depicted in Exhibit A of this Agreement.

u. "Net Operating Loss" shall mean expenses greater than revenues in a given Fiscal Year as defined during the County's annual audit process. Net Operating Loss shall NOT include any non-operating revenues, including, but not limited to, capital contributions or transfers of funding derived from the Tourist Development Tax or any interest income. Net Operating Loss shall NOT include any depreciation, amortization or interest expense. An example of the Net Operating Loss calculation is provided in **Exhibit A**, attached hereto and incorporated herein.

v. "Net Operating Revenue" shall mean those sums remaining after deducting Operating Expenses from Gross Operating Revenues as defined herein.

w. "Notice" shall mean delivery in accordance with Article 32.

x. "Operating Account" shall mean the bank account created by SMG for payment of Operating Expenses and for the deposit into Gross Operating Revenues and other revenues that may become available.

y. "Operating Expenses" shall mean the management fee, full time employees' salaries and personnel benefits, part time employees' wages, event staffs' wages, other staff wages, authorized travel and per diem for employees, communication costs, any fees charged for services rendered by the County, allocated overhead, utilities (including, but not limited to telephone, electric, gas, garbage, water and sewer services), rentals and leases, insurance, bonding, repair and maintenance, printing and binding, advertising, marketing and promotional activities, other current charges, dues, office supplies, operating supplies, books publications, subscriptions, other expenses (e.g. tables, chairs, equipment, etc.) not otherwise defined as Capital Improvements and any other current miscellaneous charges (including but not limited to credit card fees, bank service charges, City of Pensacola occupational license fee, permits, assessments, other licenses, fees and sales taxes on rentals, expenses associated with food and beverage concession sales (including, but not limited to, alcoholic beverages, candy and tobacco product sales), any operational costs incurred to comply with current laws and regulations, the preparation, sale and delivery of on-site catering services (including, but not limited to food, beverages, cups, and paper products),

Operating Expenses shall NOT include: 1) debt service expenses (e.g. payment of principal, interest, or expenses required by the Bond Resolution; 2) Capital Expenses (e.g. depreciation or other expenses related to Capital Improvements); 3) home office overhead; and 4) the cost of reports generated by SMG as required by the terms of this Agreement.

z. "Parties" shall mean SMG and County.

aa. "Pensacola Civic Center" or "Civic Center" shall mean that structure owned by Escambia County located at 201 East Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds.

bb. "Personnel Benefits" shall mean expenses associated with employee payment for 1) vacation, holiday, parental and sick leave; 2) severance pay; 3) employer's social security; 4) employer's unemployment compensation insurance; 5) health insurance; 6) disability insurance or benefits; 7) life insurance; 8) retirement benefits; and 9) other benefits provided pursuant to the conditions of a collective bargaining agreement.

cc. "Pre-Existing Agreements" shall mean all contracts, licenses, agreements, options, leases or commitments existing as of the date of this Agreement that grant any person or entity any right to: 1) license, use, occupy, or rent all or any portion of the Pensacola Civic Center; or 2) provide services for the management, operation, use, possession, occupation, or marketing of all or any portion of the Pensacola Civic Center.

dd. "Renewal or Replacement Fund" shall mean cash transferred from the Tourist Development Tax Fund for renewal and replacement of the Civic Center. This fund may be used to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

ee. "User Fee" shall mean the fees or rentals charged for the use of the Pensacola Civic Center building or any portion thereof. These fees shall be established by resolution of the Board of County Commissioners as a part of the Annual Budget. Changes in such fees may be made by the Board of County Commissioners from time to time by resolution and may be structured either upon a flat or fixed rate, or upon a percentage of event receipts or net receipts, or upon a flat rate plus a percentage.

Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect for three (3) Fiscal Years until September 30, 2015. The Agreement may be

extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

Article 4. Goals and Objectives. As representative of the Parties' intent underlying this Agreement, Escambia County and Management Company have jointly identified, acknowledged, and accepted the following goals and objectives to govern its implementation.

4.1 Management Company shall provide comprehensive management services to Escambia County which will seek to make the Pensacola Civic Center's operations and maintenance financially self-supporting.

4.2 Management Company therefore shall manage the Pensacola Civic Center in the most efficient economical manner possible to maximize revenues and reduce net losses.

4.3 Management Company shall safeguard Escambia County's capital investment in the Pensacola Civic Center by executing effective and efficient maintenance practices, and by actively soliciting and promoting events of all types at the Civic Center.

4.4 Management Company and Escambia County shall seek to maximize revenues generated by such event presentations and make the Pensacola Civic Center an entertainment showplace that instills a sense of pride for Escambia County and the Gulf Coast area.

4.5 Management Company and Escambia County agree to use their best efforts to achieve these goals and objectives.

Article 5. Management Services.

5.1 Management Company agrees to cooperate with Escambia County in the performance of its responsibilities under this Agreement and to implement the Goals and Objectives identified in Article 4. Accordingly, Management Company's responsibilities shall include, but are not limited to, the rental of space, event scheduling, public relations and marketing, operations, maintenance, and event and activity management as set out in this article.

5.1.1 Rental of Space and Event Scheduling. Management Company shall rent space within the Pensacola Civic Center and schedule events and shows based on potential profitability. Management Company shall develop and maintain its yearly event schedule in accordance with the scheduling priority policy in its Annual Business and Marketing Plan.

5.1.2 Management Company and its affiliates or related entities shall be allowed to rent space, schedule, and promote events at the Pensacola Civic Center on terms and conditions and at rates, fees, and prices reasonably determined in accordance with prevailing market conditions.

5.1.3 Management Company shall meet periodically with a representative of Escambia County to apprize such representative of prevailing market conditions and how they compare to the established annual fee schedule (which fee schedule shall be set each year by the Parties' mutual agreement).

5.1.4 Management Company shall not request that the County grant a waiver, in whole or in part, for any applicable user fees or operational expenses referenced herein. Should County unilaterally grant waiver of any user fees or operational expenses said amounts shall be paid by County to Management Company with funds allocated from the Fourth Cent Tourist Development Tax revenues in accordance with applicable law.

5.1.5 Escambia County shall have the right to use the Pensacola Civic Center or any part thereof, if available and consistent with the priority schedule policy, without the payment of a User Fee. In these instances, Escambia County agrees to pay the additional operating expenses incurred, including for concessions, other than for ice water, from a County funding source outside the Civic Center's Annual Budget. In no event shall Escambia County's use of the Pensacola Civic Center compete with, or conflict with, paying events which have been previously booked.

5.1.6 The Management Company's General Manager shall have the authority to execute Pensacola Civic Center contracts and agreements on the Management Company's behalf. At a minimum, all such contracts and agreements, in addition to other standard contractual terms and conditions, shall include a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on required deposits shall become Escambia County's property. It is understood and agreed by both Parties that Management Company shall have no authority to contractually obligate Escambia County to any third party, unless specifically authorized by the Board of County Commissioners.

5.1.7 Management Company agrees to not execute any user agreement for rental of the Pensacola Civic Center or portions thereof for more than thirty (30) consecutive days without Escambia County's prior approval. Said approval shall not be unreasonably withheld.

5.1.8 Thus, any user or rental agreements will be executed by Management Company in its own corporate name, if for a term less than this Agreement's remaining term. If a user or rental agreement term exceeds this Agreement's term as provided in Article 3, the user or rental agreement must be pre-approved by Escambia County.

5.2 Public Relations and Marketing. Management Company will provide public relations, marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.

5.2.1 The Annual Business and Marketing Plan shall contain a strategy to ensure that appropriate events and activities are scheduled at the Pensacola Civic Center and that suitable press coverage of these events and activities is obtained.

5.2.2 As part of its marketing strategy, Management Company will encourage the highest and broadest community use of the Pensacola Civic Center. To that end, Management Company shall establish and maintain a relationship with various local boards, community groups, and local committees as part of its promotional efforts. Management Company also agrees each Fiscal Year to promote the Pensacola Civic Center through its parent company's national marketing activities.

5.3 Operation of Pensacola Civic Center. Management Company's Annual Business and Marketing Plan shall contain an operational strategy to implement the goals and objectives provided in Article 4 and an Annual Budget. The Annual Budget, which includes financial information concerning the operations and maintenance activity center, capital renewal and replacement activity center, and debt service activity center, shall be subject to approval by the Escambia County Board of County Commissioners.

5.3.1 The Annual Business and Marketing Plan shall be implemented by providing to Escambia County an Annual Management Report. The Annual Management Report shall include information from prior periods demonstrating achievement of the goals and objectives provided in Article 4. The reports shall set forth bookings, including information on scheduling of upcoming events, revenue receipts, expenditures, and other information Escambia County may periodically require or request.

5.3.2 Management Company also shall negotiate, execute, administer, and assure compliance with the terms and conditions of all service and product agreements for the Pensacola Civic Center's operation. In determining a product's or service's price or rate, Management Company shall evaluate comparable charges for similar goods and services at similar competing facilities.

5.3.3 Thus, any agreement entered into between Management Company and an affiliate company for operational goods and services shall be made at prevailing rates, fees, or prices charged for comparable goods and services within the industry. When practical, Management Company shall contract with local and/or minority businesses, which provide competitive prices, services, and qualities. All operational

services and goods agreements, when applicable, at a minimum, shall contain in addition to other contractual standard terms and conditions, a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on any required deposits shall become Escambia County's property.

5.3.4 As part of its Annual Business and Marketing Plan, Management Company shall maintain detailed, accurate, and complete financial records and other documentation of its activities. Financial records shall be maintained in accordance with national generally accepted accounting principles and Article 18.

5.3.5 Management Company shall comply with the spending limitations imposed by its Annual Budget, including any amendment(s) thereto, authorized by the Escambia County Board of County Commissioners. However, if extraordinary events occur, which could not reasonably be contemplated at the time the budget was prepared, Management Company may submit a budget amendment to Escambia County for approval by the Escambia County Board of County Commissioners. The Annual Budget, or any amendment thereto, may include an appropriation of Tourist Development Tax dollars or other County revenues to support Pensacola Civic Center operations.

5.3.6 All persons working at the Pensacola Civic Center shall be the sole and exclusive employees or agents of Management Company and shall be paid by Management Company. Management Company shall set the number, function, qualifications, compensation and benefits of such employees and shall pay applicable social security, unemployment, workers' compensation, or other employment taxes or contributions to insurance plans.

5.3.7 Management Company shall comply with all federal and state laws and regulations relating to employment, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation.

5.3.8 Management Company shall give employment preference to local labor to the extent local residents are available and qualified. However, this paragraph does not require Management Company to give local preference in hiring its General Manager or other supervisory employees. Management Company shall establish and adhere to a written personnel policy and grievance procedure and shall provide employees with copies of that policy.

5.3.9 Management Company shall recruit and employ a staff sufficient to operate the Pensacola Civic Center as set forth in this Agreement. An organizational chart, which generally outlines the Pensacola Civic Center's staffing, shall be included in its Annual Budget request.

5.3.10 Management Company employees shall conduct themselves at all times in a proper and respectful manner to the public, and if, in the sole and reasonable opinion of Management Company, an employee conducts himself or herself in an

improper or disrespectful manner, he or she shall be dismissed for cause by the Management Company.

5.4 Maintenance. Management Company shall be responsible for general maintenance of the Pensacola Civic Center. Each month, the Pensacola Civic Center Operations Director shall meet with the Escambia County Facilities Maintenance Director, or his designee, to report on and discuss the progress of the Civic Center's Preventative Maintenance Program's implementation. The County reserves the right to perform preventative, emergency, or other necessary maintenance if it deems necessary to do so for the Civic Center's protection. Maintenance reimbursement work performed by the County Facilities Management Department or its contractors will be paid from the Civic Center Operating Account. Management Company will utilize a maintenance monitoring program as designated by the County. This software program will be provided by and licensed through Escambia County. It shall be the maintenance management tool used during the implementation and execution of the Pensacola Civic Center's Preventative Maintenance Program and the tracking of daily unscheduled maintenance repairs. The Management Company also will utilize this software program to supply the Escambia County Facilities Management Director with quarterly reports, in a reporting format specified by the County, reflecting all ongoing and completed Preventative Maintenance and unscheduled maintenance repairs.

5.4.1 Management Company shall coordinate with County any repairs or maintenance work in excess of Twenty-Five Thousand Dollars ($25,000.00) and agrees to solicit competitive bids when required by state law or County ordinance for such maintenance services or goods.

5.4.2 Management Company shall prepare and submit to Escambia County information on maintenance and breakdowns of all major pieces of structural, mechanical, installed, or portable equipment. In no event shall Management Company encumber any real or personal property owned by Escambia County. Management Company shall be responsible for assuring that all Maintenance shall be of a quality and class at least equal to the equipment's original condition.

5.4.3 Unless otherwise directed by the County, all equipment, preventative maintenance services, and service cycles will be accomplished in accordance with manufacturer's recommendations, procedures, and guidelines in their technical bulletins and manuals. Additionally, equipment life cycles will be tracked through the County's software program.

5.4.4 To ensure that the Pensacola Civic Center's structure and its mechanical systems are properly maintained, County and Management Company will jointly inspect the condition of the Civic Center's structure and mechanical systems within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties will jointly complete follow-up inspections to determine if there has been any waste or deterioration in the building's structure or mechanical systems that is due to improper maintenance. If County determines in the exercise of its

reasonable judgment that there is waste or deterioration present, then Management Company agrees to restore the structure or mechanical systems to their conditions at the time of the original inspection and to reimburse the County for such restoration.

5.5 Event and Activity Management. Management Company shall direct the delivery and coordination of events and activities scheduled at the Pensacola Civic Center. Event management shall include but is not limited to: 1) crowd control and delivery of security services; 2) implementation of admission procedures; 3) box office ticket operation; 4) collection and payment of ticket revenues; 5) settlement with event promoters; 6) delivery of concessions; and 7) catering services.

5.5.1 Installation of Improvements. Management Company, on behalf of and at the request of Escambia County, shall be responsible for the acquisition and installation of any needed equipment improvements to the Pensacola Civic Center. Escambia County expressly reserves the right to approve such improvements acquisition and installation by Management Company. Expenses associated with the acquisition of such equipment shall be deemed to be Operational Expenses and shall be reimbursable to Management Company.

5.5.2 Set-Up for Events. Management Company shall be responsible for all services required to stage the Pensacola Civic Center for each scheduled event, including but not limited to: 1) stage area needs or services; 2) sound system; 3) lighting system; 4) stage rigging; 5) dressing area; 6) stage equipment; 7) loading; 8) unloading; 9) table, chair, and seat set up and tear down.

5.5.3 Box Office Ticket Operations. Management Company will be responsible for all aspects of ticket sales for events and activities, including computerized tickets, with the exception of Home Ice Hockey Season Game tickets. Management Company will maintain a box office at the Pensacola Civic Center, which will be open to the public at reasonable and appropriate times.

5.5.3.1 No event tickets will be sold unless they are serially numbered, identified by event using a color code, or other appropriate devices to prevent duplication or counterfeiting. Box office ticket operations shall include ordering and selling tickets, collecting and reporting ticket revenues for a scheduled event or activity, processing credit card ticket sales, auditing each scheduled event's or activity's records, and providing a timely and accurate settlement statement following such event or activity.

5.5.3.2 Notwithstanding the foregoing, Management Company retains the right to subcontract any or all of its box office ticketing operations without prior approval by Escambia County. However, its ticket sale policies shall be subject to prior approval by Escambia County. Management Company shall be solely responsible for collection and

remitting of any sales, use, amusement, or similar taxes imposed on such sales to the appropriate governmental entity as required by law.

5.5.3.3 Escambia County agrees that complimentary tickets are defined as tickets with no direct dollar value. These tickets are used in event promotions and for promotional arrangements with businesses, using sound industry business practice in the exchange for such goods and services. Complimentary ticket distribution shall be reflected in the Event Settlement Report.

5.5.4 Management Company shall maintain in the name and federal tax identification number of Escambia County an interest-bearing Escrow Account in an Escambia County financial institution approved by the County. In addition to the signatories designated by Management Company, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County.

5.5.4.1 Management Company shall deposit into the Escrow Account advance ticket sale revenues, which it receives. If there are insufficient funds in the Escrow Account to refund payments to ticket holders, neither Escambia County nor the Clerk of the Circuit Court shall be liable for such deficiency.

5.5.4.2 Notwithstanding the foregoing, Management Company shall refund costs for ice hockey season ticket holders, when directed in writing by Escambia County or a court of competent jurisdiction, out of the Operating Account should the ice hockey team fail to present all home ice hockey games for which season tickets have been sold or otherwise fails to provide timely refunds to ice hockey season ticket holders.

5.5.4.3 Following completion of scheduled events or activities, Management Company shall deposit all revenues into the Operating Account. Any interest accrued in the Operating Account shall become Escambia County's property and remain in the Operating Account. Management Company thereafter shall utilize the Operating Account for Operating Expenses payments, as those expenses become due and owing.

5.5.5 Concessions and Catering. Management Company shall have complete responsibility for the sale of all public concessions, catering and related services at the Pensacola Civic Center, including but not limited to, the sale of: 1) foods of all kinds; 2) beverages of all kinds (including alcoholic beverages); and 3) and other concession products of all kinds.

5.5.5.1 During this Agreement's term, Escambia County shall not permit any other person, firm, or corporation to sell or to offer for sale nor

shall Escambia County sell or offer for sale on its own behalf any of the commodities referred to in Subsection 5.5.5 at or within the boundaries of the Pensacola Civic Center, unless previously agreed to in writing by Management Company's General Manager. Management Company shall not furnish or sell or permit its employees, subcontractors, or agents to furnish or sell or permit, alcoholic beverages to be consumed by a person who is not of lawful drinking age, or a person who is or who reasonably appears to be intoxicated.

5.5.5.2 Food and beverage revenues, excluding any applicable taxes collected, shall be deposited into the Operating Account within three (3) business days. Accounting for such sales shall be made available to the County or the Clerk upon request and a report of such sales shall be provided on a monthly basis.

5.5.5.3 Management Company shall be entitled to 5% of all Food and Beverage Revenues as defined herein. Starting on October 1, 2011, Management Company shall be entitled to a Food Service Fee equal to 5% of all Food and Beverage Revenues as defined herein.

5.5.6 Third Party Concessions and Catering. In the event third parties are authorized to provide limited concession sales or catering services, Management Company shall be responsible for overseeing and coordinating these third party concessionaires and caterers operations. Contracts for third party concessionaires and caterers shall require approval of both Parties and shall require third party concessionaires to provide insurance and indemnification protection equivalent to that provided by Management Company.

5.5.6.1 Management Company shall obtain and deliver to Escambia County proof of insurance evidencing the third party concessionaires or caterers are insured by the following types of insurance coverages in the amounts specified:

a. Commercial general liability insurance with minimum combined single limits per occurrence per event of one million dollars ($1,000,000), including coverage parts of bodily injury, broad form property damage, advertising, personal injury, blanket contractual liability, independent contractors and products and completed operations. The commercial general liability insurance shall include by endorsement coverage for contingent liquor liability for bodily injury or property damage. The Escambia County Board of County Commissioners and Escambia County shall be named as additional insured.

b. Automobile liability insurance with minimum combined single of one million dollars ($1,000,000) for any vehicles. The Escambia County

Board of County Commissioners and Escambia County shall be named as additional insured.

c. Workers compensation and employers liability as required by Florida law.

5.5.6.2 All insurance policies shall be written on a per occurrence basis and placed with insurers licensed to do business in the State of Florida rated A or better by A.M. Best's rating service with a minimum financial size category "VIII" according to A.M. Best Current Guide. Policies shall contain severability of interest provisions among additional insured.

5.5.6.3 Certificates of Insurance shall be provided to the Escambia County Administrator or designee at the time the User License Agreement is signed. The Certificates of Insurance shall be signed by the authorized representative. The concessionaire and/or caterer shall agree to notify Escambia County as soon as possible in advance of a cancellation, non-renewal, claim or termination of any insurance policy identified above. In the event of a reduction in the aggregate limit of a policy, the concessionaire and/or caterer shall immediately take steps to have the aggregate limits reinstated to the full extent permitted under such policy. All successive insurance policies shall provide for consecutive coverage with no lapses between termination and effective dates. Certificates of Insurance shall reflect the Escambia County Board of County Commissioners and Escambia County as certificate holders and as additional insureds, except for Workers Compensation and employers liability insurance.

5.5.6.4 Certificates of Insurance shall be forwarded to Escambia County and shall be satisfactory to the County. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by the Management Company, or any of their representatives, which indicate less coverage than required does not constitute a waiver of the concessionaire and/or caterer's obligation to fulfill the insurance requirements. Any delay caused by incorrect or incomplete certificates shall be the sole liability of concessionaire and/or caterer.

5.5.6.5 All concessionaires and/or caterers shall agree not to violate, or to knowingly or negligently permit or to allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of a concessionaire and/or caterer shall be primary to any insurance or self-insurance program carried by Escambia County applicable to the License Agreement. The acceptance by Escambia County of a Certificate of Insurance does not constitute approval or agreement by the County that

the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement. Management Company's failure to ensure the insurance coverages required under this Article are provided and maintained by the concessionaire and/or caterer shall be a material breach of this Agreement, unless other insurance coverages mutually are agreed to in writing by the concessionaire and/or caterer and Escambia County. Notwithstanding the provisions of this Section 5.5.6, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

5.5.6.6 No provision of any concession and/or catering agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes, as amended. The concessionaire's and/or caterer's obligation to indemnify Escambia County shall not be limited by the type and amount of insurance required under this Agreement.

5.5.6.7 Third party concessionaires and/or caterers also shall agree to execute an indemnification and hold harmless agreement in favor of Escambia County and its employees, officials, officers, and affiliated entities from and against claims, suits, actions, damages, penalties, interest, liability, and expenses, including legal expenses, in connection with bodily injury, death, personal injury or property damage, including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of the Agreement by the third party concessionaires or caterers.

5.5.6.8 The concessionaires and/or caterers shall agree to comply with all rules and regulations governing the Pensacola Civic Center's operation and shall acknowledge receipt in writing of a copy of the rules and regulations.

Article 6. Security.

Management Company will provide acceptable security at all scheduled events and activities at the Pensacola Civic Center and during the Civic Center's normal business hours. However, Management Company shall retain the sole discretion to determine the appropriate number of uniformed officers necessary for each event or activity after consultation with the Sheriff of Escambia County. Off-duty law enforcement officers providing security services to the Civic Center shall be in privity of contract with Management Company and under Management Company's direction and not in the employment of any event promoter or sponsor or of Escambia County.

Article 7. Collection and Payment of Operating Revenues and Expenses.

7.1 Management Company will be responsible for the collection of all Gross Operating Revenues generated by the Pensacola Civic Center and for their deposit within two (2) business days of receipt into an interest bearing Operating Account in an Escambia County financial institution. The Operating Account shall be in Escambia County's name and federal tax identification number. In addition to the Management Company signatories, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County. The Operating Account shall require two (2) signatures to authorize withdrawals from it.

7.2 Gross Operating Revenues collected and deposited by Management Company into the Operating Account are held in trust for Escambia County and shall be used only in the manner provided herein.

7.3 County shall be authorized, at any time, to obtain and inspect information and records concerning the Operating Account from the subject financial institution. Management Company shall make disbursements from the Operating Account to pay for the Pensacola Civic Center's Operating Expenses. If, at any time, there are insufficient funds in the Operating Account to pay Operating Expenses, Escambia County shall deposit sums in the Operating Account in the amount of the deficiency within fourteen (14) days notice from Management Company of such deficiency. In addition to the foregoing, Escambia County shall deposit into the Operating Account on or before the 15th day of each month in advance an amount equal to 1/12 of the amount by which Operating Expenses exceed Gross Operating Revenues as reflected in the Annual Budget.

7.4 County shall deposit into the Civic Center Fund a sum certain representing the Renewal or Replacement Fund. Such funding shall be transferred from the Tourist Development Tax Fund on an annual basis subject to an annual appropriation by the Board of County Commissioners and may used by Management Company to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

7.5 Upon execution of this Agreement, the Parties shall establish a Marketing and Promotions Fund in the principal sum of $403,500.00. The principal sum, together with accrued interest, may be utilized upon mutual agreement of the Parties for the purpose of subsidizing event related activities, including but not limited to, marketing and promotional activities. The principal amount shall be amortized on a straight-line basis over the term of the Agreement. If the Agreement is terminated prior to the expiration of this Agreement, any remaining amounts shall be paid by County to Management Company upon the date of such termination.

The County shall retain possession of said Fund, and SMG shall have the right to request draws from said fund in advance of any event or planned expenditure.

Appropriate documentation of the planned event or expenditure must be submitted at the time of the request. Either Party may request and/or recommend funding for planned events or related expenditures, and the Parties shall jointly determine the use of said Fund. Each Party shall designate an individual with authority to make decisions regarding the use of said Fund. Once a request is approved by both Parties, funds shall be made available within ten (10) business days. Within ten days after the subsidized event has occurred, SMG shall provide to County an accounting of the profit/loss for the event. Any cash proceeds from profits retained from the subsidized event will be utilized to replenish the fund in an amount equal to the funds provided for the event. If sufficient cash proceeds are not generated from the event, the fund will be diminished by the amount of the loss.

Article 8. Policies and Procedures.

8.1 Management Company shall establish and implement reasonable rules, regulations, policies, and procedures to govern the Pensacola Civic Center's operational scheduling, priorities, user rates, and contracting responsibilities.

8.2 All rules, regulations, policies, and procedures shall be consistently applied to all users, whether they are for profit or non-profit entities or individual members of the public. A copy of these rules, regulations, policies, procedures, rate schedules, and contract forms shall be provided upon request to Escambia County, each vendor, performer, and member of the public.

Article 9. Signage.

Revenues produced by the sale of advertising on permanent signage owned by the Pensacola Civic Center shall be considered a Gross Operating Revenue, unless the monies are not retained by the Pensacola Civic Center. Temporary signage proceeds shall be governed by the Ice Hockey Agreement's terms and conditions identified in Article 13 and defined in Article 2.

Article 10. General Manager.

10.1 Selection of a General Manager, or any replacement thereof, for the Pensacola Civic Center shall be at Management Company's discretion with the prior approval by the Escambia County Administrator. It is understood and agreed by the Parties that Management Company shall solicit and screen applicants for this position and that Escambia County, at its option and upon its request, may participate in the interview of the position's three finalist.

10.2 The General Manager shall be available as required by Escambia County to consult with County officials and staff. The General Manager or his or her designee shall attend all meetings of the Board of County Commissioners, and such other meetings where the Pensacola Civic Center's operation is discussed.

10.3 The General Manager shall be employed only so long as he or she maintains Escambia County's confidence and, upon the written request of Escambia County, Management Company shall within thirty (30) days remove and/or reassign the General Manager. Management Company also shall provide Escambia County with thirty (30) days prior written notice of its intent to remove or reassign the General Manager in advance of such actual termination or reassignment.

Article 11. Escambia County Administrator or Designee.

11.1 The Escambia County Administrator or his or her designee shall act on behalf of Escambia County while administering this Agreement, with the exception of items which would require Escambia County Board of County Commission approval. The Escambia County Administrator or designee shall:

a. Serve as the liaison between Management Company and Escambia County on all matters relating to this Agreement.

b. Shall be responsible for ensuring that information supplied by Management Company is properly distributed to the Board of County Commissioners and appropriate Escambia County staff.

c. Shall be responsible for the day-to-day monitoring and assessment of the quality of the services and maintenance by Management Company of Pensacola Civic Center.

d. Coordinate contact with other Escambia County staff to assist in this Agreement's administration.

Article 12. Relationship of Parties.

12.1 Escambia County and Management Company agree that the only relationship created hereby is one for supplying management services, as an independent contractor, and Management Company is not an employee, joint venturer, agent, or partner of Escambia County.

12.2 Management Company, on its own behalf, shall have authority to enter into the contracts to perform the management services specified herein, subject to approvals, which may be required by this Agreement. Management Company shall not have the authority to obligate Escambia County contractually. Upon this Agreement's termination or expiration, all contracts relating to the Pensacola Civic Center (including contracts approved by Escambia County and license, lease, or rental contracts pertaining to the Civic Center which Management Company executed in its own name) shall be automatically assigned to, and deemed to be assumed by, Escambia County (without further action by any Party).

12.3 Unless otherwise stated herein, Management Company is the real party in interest under this Agreement and is not acting for or on behalf of any undisclosed principal. A list of Management Company's officers and members of its Board of Directors appears in **Exhibit B** attached hereto and incorporated by reference herein.

12.4 Management Company represents that it is possessed with the requisite authority to enter into this Agreement as evidenced by the Partnership Registration Statement of the State of Florida, a copy of which is attached hereto as **Exhibit C**, and incorporated by reference herein. Management Company also represents the individuals executing this Agreement are possessed of the requisite authority to sign and bind Management Company.

12.5 Management Company acknowledges that it has not engaged in any public entity crimes and has executed the Public Entity Crime Disclosure Form attached hereto as **Exhibit D**, and incorporated by reference herein.

12.6 Management Company represents by reason of its principals' expertise in facility management, it is well qualified to operate successfully the Pensacola Civic Center on behalf of Escambia County in accordance with this Agreement's terms and conditions.

Article 13. Pre-Existing Agreements.

Escambia County will perform all terms, covenants, conditions, and obligations contained in Section 5.6 of the Amendment to the Pensacola Civic Center Management Services Agreement dated May 1, 2007. Otherwise, the Parties agree and understand by executing this Agreement they accept all such terms and conditions and shall be bound by them as stated herein.

Article 14. Government Impositions.

Escambia County shall not be responsible for payment of Governmental Impositions associated with management and operation of the Pensacola Civic Center, unless otherwise approved by Escambia County.

Article 15. Annual Budget.

15.1 Management Company shall submit an Annual Budget, as part of the Annual Business and Marketing Plan for the period commencing October 1st and ending September 30th of each Fiscal Year, listing projected Operating Expenses. It shall be presented at the same time the County Administrator requires other County department annual budget requests.

15.2 The Annual Budget, in a format requested by the Escambia County Administrator or designee, also shall include projected Gross Operating Revenues, as well as an estimate of the required Tourist Development Tax dollars or other County

revenues necessary for the Pensacola Civic Center's operation as well as other designated financial information.

15.3 The Annual Budget shall be approved by Management Company and the Escambia County Administrator or designee by a date established by the Escambia County Office of Management & Budget and the County Administrator.

15.4 It is understood and agreed that if the Escambia County Administrator objects to Management Company's proposed Annual Budget or any part thereof, Escambia County shall be obligated to notify promptly Management Company. Should the Parties thereafter be unable to resolve the matter, Management Company may present its proposed Annual Budget directly to the Board of County Commissioners for consideration during the first advertised public budget hearing required by Florida law.

15.5 Management Company acknowledges that the Annual Budget is subject to approval by the Board of County Commissioners. In the event a proposed Annual Budget has not been adopted by the Board of County Commissioners as the official County Annual Budget by the first day of the new Fiscal Year, then the prior year's budget shall be deemed to be the Annual Budget until the new budget is approved.

15.6 Management Company and Escambia County Administrator or designee may revise the approved Annual Budget during the Fiscal Year by mutual written agreement.

Article 16. Management Fees.

16.1 Fixed Fee. As compensation to the Management Company for providing services during this Agreement's term and any renewal term, Escambia County shall pay to it an annual fixed fee (beginning October 1, 2012) of one hundred seventy five thousand five hundred dollars ($175,500), which amount shall be adjusted on the first day of each Fiscal Year thereafter by the percentage change in the Southeastern United States Consumer Price Index (Base Year 1982), as published by the U.S. Bureau of Labor Statistics or any successor index or agency, during the one (1) year period ending on December 31 immediately preceding such Fiscal Year (the "Fixed Fee"). However, no upward adjustment shall exceed three (3%) percent. The Fixed Fee shall be invoiced by Management Company monthly in arrears and promptly paid pursuant to Section 218.70, Florida Statutes, as amended, after receipt of a correct invoice as reasonably determined by Escambia County.

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

| % of improvement | % to County | % to SMG |
|---|---|---|
| Up to $250,000 | 65% | 35% |
| Greater than $250,000 | 60% | 40% |

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or $263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

16.3 By executing this Agreement, the Parties agree Management Company waives any and all right to contest the amount owed for past incentive fees or to seek any additional payment, including interest, for past incentive fees which Management Company may claim based upon past performance.

16.4 Pursuant to the requirements of Florida law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. This Agreement shall not be a debt or obligation of Escambia County or the State of Florida.

Article 17. Annual Management Report and Travel Expenses.

17.1 No later than sixty (60) days after the end of each Fiscal Year, Management Company shall deliver to Escambia County the Annual Management Report detailing the Yearly Gross Operating Revenues and the Yearly Operating Expenses for that Fiscal Year.

17.2 All travel and professional expenses of Management Company employees shall be paid in accordance with the Florida Statutes relating to County employee travel and professional expenses when approved and included in the Pensacola Civic Center Annual Budget. Management Company will prorate these expenses if Management Company's employees conduct corporate business on behalf of or for the benefit of Management Company during such travel. All non-budgeted travel and professional expenses shall be paid only after the prior written approval of Escambia County.

Article 18. Accounting Records, Reports, and Practices.

18.1 Management Company shall maintain accounting records, using accounting practices which conform to nationally generally accepted accounting principles and this Agreement's terms and conditions.

18.2 Management Company shall establish internal financial control policies and practices, which are in accordance with nationally generally accepted standards in the industry and this Agreement's terms and conditions.

18.3 Management Company shall provide to the Escambia County Administrator or designee and the Clerk of the Circuit Court copies of all forms used by it and notice of all accounting methods, internal controls and procedures utilized in its reports to Escambia County and when possible adopt such methods, controls and procedures that are compatible with existing Escambia County methods, controls and procedures.

18.4 Escambia County shall have unlimited access to all accounting records and supporting documentation during this Agreement's term and for a period of five (5) years thereafter. However, Escambia County's right to access shall be exercised following reasonable notice to Management Company. Supporting documentation shall include, but is not limited to, contracts, leases, vouchers, checks, invoices, receipts, and other documents prepared or executed in connection with the Pensacola Civic Center's operation.

18.5 Within thirty (30) days of each month's end, Management Company will submit to Escambia County a Monthly Financial Report, which includes: 1) a monthly and year-to-date income statement identifying Gross Operating Revenues and Operating Expenses in detail in the Annual Budget; 2) a balance sheet as of the last day of the month; 3) a year-to-date statement of cash flows as of the last day of the month; and 4) a statement of related party transactions which will consist of all disbursements to Management Company or any of its affiliates.

18.6 Management Company acknowledges that the Pensacola Civic Center is a public enterprise fund, and as such, all Financial Reports, including the Annual Management Report, will be prepared on a full accrual accounting basis.

Article 19. Lost Articles.

Management Company shall have the sole right to collect and to have custody of, as a gratuitous bailee, articles left, lost, or checked in, on, or about the Pensacola Civic Center by persons attending or participating in events or activities at the Civic Center.

Article 20. Performance Security.

20.1 All Management Company employees handling monies shall be sufficiently bonded as reasonably determined by Escambia County.

20.2 Those employees designated as authorized signatories on Pensacola Civic Center account(s) shall be insured through Management Company's Comprehensive Crime Insurance/Fidelity Bonding with the face coverage of such policy

to be one million dollars ($1,000,000.00) or more and shall name Escambia County as loss payee.

20.3 During the term of this Agreement, Management Company also shall provide to Escambia County a surety and performance bond in the amount of two hundred thousand dollars ($200,000.00) to protect the County against loss should Management Company fail to perform its services under this Agreement.

Article 21. Admission to Pensacola Civic Center.

21.1 Management Company reserves the right to evict persons from the Pensacola Civic Center and shall include reasonable guidelines in the rules and regulations required by Article 5 to govern removal of such disruptive persons.

21.2 Management Company's guidelines, rules, and regulations shall be available for the general public's review and given to each promoter or other user at the time a user agreement is signed.

Article 22. Assumption of Risk.

22.1 Management Company shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage occurring at or in the Pensacola Civic Center.

22.2 Only qualified rigging personnel employed by or under contract with Management Company shall provide rigging services for Pensacola Civic Center events.

22.3 Management Company's personal property placed or moved into the Pensacola Civic Center shall be at the Management Company's sole risk, including, without limitation, for those injuries, damages or death arising from environmental damage or liability, theft, and vandalism.

Article 23. Default.

23.1 The following shall constitute a default of the Agreement:

a. The failure to perform or comply with any material terms, covenants, or conditions of the Agreement;

b. The occurrence of any act or omission on the part of Management Company that deprives it of the right, power, license, permit or authorization necessary for the lawful and proper operation of the services provided herein;

c. The violation of any state, federal, or local laws;

d. The filing by or against Management Company of petitions in bankruptcy or the making by which the actions shall automatically be a basis for termination and bar the passing of any benefits to creditors, assignees, or transferred of Management Company;

e. The abandonment or discontinuance by Management Company of any or all of the services permitted or required herein;

f. The failure of either party to timely remit payments due and owing as provided herein;

g. The cessation or deterioration of services by Management Company for a period that in the reasonable opinion of County materially and adversely affects the performance of services described herein.

h. Management Company's failure to operate within the amounts allocated in the Annual Budget for the operation of the Civic Center during any Fiscal Year.

23.2 In the event of default of this Agreement, the defaulting party shall have thirty (30) days to cure the default before termination proceedings may commence as provided in Article 24 below.

Article 24. Termination.

24.1 Either Party may terminate this Agreement for cause upon the failure to fulfill in a timely and proper manner its obligations under this contract, including but not limited to, default of the Agreement as defined in Section 23.1 above. Such termination for cause shall be effective thirty (30) days following the date of the receipt of such notice of termination from the non-breaching party.

24.2 Upon termination, Management Company will be paid for its Management Fee, as defined in Article 16, earned to the date of termination, less the cost to Escambia County of subsidizing any deficiencies, correcting all work improperly performed, as well as repayment for additional cost to Escambia County for removing or replacing Management Company, exclusive of fees to firm(s) hired to replace Management Company. Any deduction from payment to Management Company shall not be construed as a settlement or waiver of other remedies available by law to Escambia County or Management Company.

24.3 The exercise of remedies and rights provided herein shall in no way affect any other right or remedy available to County or Management Company.

Article 25. Procedure Upon Termination.

25.1 Upon the expiration or termination of this Agreement, Management Company shall promptly surrender and deliver to County all equipment, supplies, inventories, or other items, which are the property of the County.

25.2 All losses in inventory of County-owned equipment shall be documented by Management Company as soon as such losses are discovered by Management Company. The Escambia County Risk Manager shall be promptly notified of such losses.

Article 26. Audits and Inspection of Records.

26.1 Escambia County shall have the right to a reasonable inspection and audit of Management Company's financial records. If a complete independent records audit is requested by County, such audit shall be performed in Escambia County after reasonable notification to Management Company.

26.2 The cost of the audit shall be paid by Escambia County, unless the audit should reveal a discrepancy in excess of one percent (1%) of Gross Operating Revenues, in which case Management Company shall pay the cost of the audit. Any monies due Escambia County or Management Company as a result of the audit shall be paid immediately or otherwise credited.

Article 27. Public Record Disclosure.

27.1 Management Company acknowledges this Agreement and any financial records, audits, reports, plans, correspondence, etc. related to the Pensacola Civic Center may be subject to disclosure to the public pursuant to Chapter 119, Florida Statutes, as amended.

Article 28. Insurance.

28.1 The cost of property insurance for the Pensacola Civic Center shall be paid for by the Management Company as an Operating Expense. Management Company hereby acknowledges that Escambia County may self-insure against any or all risks for which it may be responsible. Escambia County shall waive subrogation rights it may have against Management Company for any loss covered under Escambia County's property insurance policies or property self-insurance programs for the Pensacola Civic Center, to the extent permitted by the County's insurer(s).

28.2 Upon execution of this Agreement and for the term's remainder, Management Company will procure and maintain insurance of the types and with the limits herein specified by an insurance carrier described in this Article. Management Company shall name Escambia County, any elected and appointed officials, and employees, of Escambia County, and Escambia County Board of County Commissioners as additional insured by endorsement to the policy with respect to Management Company's operations hereunder. The minimum required limits of

insurance may become inadequate during this Agreement's term. Management Company and Escambia County agree that the minimum limits may be increased to higher reasonable amounts upon this Agreement's extension or renewal or otherwise upon mutual agreement of the Parties or at the direction of Escambia County.

28.3 Unless otherwise agreed, the amount, form, and type of insurance shall conform to the following minimum requirements upon this Agreement's execution:

a. Workers Compensation Coverage. Management Company shall purchase and maintain for its employees workers compensation insurance coverage as required by Florida law and employers' liability with minimum limits of one million dollars ($1,000,000.00).

b. Commercial General Liability Coverage. Management Company shall purchase commercial general liability insurance in the minimum amount of five million dollars ($5,000,000.00) per occurrence, specific to operations under this Agreement, with combined single limits for bodily injury and property damage. Fire legal liability insurance limits of one hundred thousand dollars ($100,000.00) per occurrence.

c. Automobile Liability Coverage. Coverage must be provided, including bodily injury and property damage arising out of operation, maintenance, or use of any automobiles and employee non-ownership use in the amount of one million dollars ($1,000,000.00).

d. Liquor Liability Insurance. Liquor Liability Insurance shall be provided with a minimum limit of three million dollars ($3,000,000.00) per occurrence unless such insurance is provided by a third party concessionaire. When alcoholic beverages are furnished, sold, or consumed at the Pensacola Civic Center, Management Company shall not furnish, or shall not sell to or permit its employees, servants, subcontractors, or agents to furnish or to sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any persons who appear intoxicated. Further, Management Company agrees to comply with Section 561.705, Florida Statutes, as amended, regarding "Responsible Vendor Qualifications".

e. Loss Control and Safety. Management Company shall retain control and shall remain responsible for the safety of its employees, agents, servants and subcontractors, as well as its invitees, patrons, and other persons using the Pensacola Civic Center. Precaution and safety considerations shall be considered at all times by Management Company for the protection of persons, and property in and around the Pensacola Civic Center. Management Company therefore shall make special efforts to detect hazards in advance and shall take prompt action where necessary to retain loss control of the Pensacola Civic Center.

28.4 All required insurance coverage shall be documented by Certificates of Insurance, which provide that Escambia County shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change or restriction in their coverage. Escambia County and the Board of County Commissioners shall be named on each policy and Certificate of Insurance as additional insured. Escambia County Board of County Commissioners shall be named as the certificate holder on the Certificate of Insurance. All insurers shall be licensed to do business in the State of Florida and rated "A" or better by A.M. Best's most current rating guide with a minimum financial size category of IX. If requested by the County, the Management Company shall furnish complete copies of the Management Company's insurance policies, forms and endorsements.

28.5 Management Company's required coverage shall be considered primary, and all other insurance shall be considered an excess, over and above Management Company's coverage.

Article 29. Hold Harmless and Indemnification.

29.1 Management Company shall indemnify and hold harmless Escambia County, its elected and appointed officials, and employees from any and all claims, demands, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, or arising out of recklessness, error, omission, intentional or negligent acts by Management Company, its agents and employees in the performance of its obligations under this Agreement. Escambia County shall not waive Management Company's indemnification for acts of sheriff deputies hired directly by Management Company to provide internal security. Management Company's obligation shall not be limited by, or in any way to, any insurance coverage or by a provision in or exclusion or omission from any policy of insurance. The Parties agree this indemnification provision shall survive the termination of this Agreement and throughout the life of any statutes of limitation thereafter.

29.2 No provision of this Agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability available to Escambia County.

29.3 Escambia County is self-insured for liabilities to the extent permitted under Section 768.28, Florida Statutes, as amended. Management Company's obligation to indemnify Escambia County pursuant to this Article shall not be limited by the type and amount of insurance provided pursuant to Article 28.

29.4 Management Company agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of Management

Company required under this Agreement shall be primary to any insurance or self-insurance program carried by Escambia County applicable to this Agreement.

29.5 Failure to provide and maintain the insurance coverage required under Article 28 shall be considered a material breach of this Agreement, unless this Agreement is amended to reflect other insurance coverage mutually agreed to in writing by the Parties.

Article 30. Right of Entry.

30.1 Escambia County, through its authorized officers, agents, employees, representatives, and contractors shall have the right, at all times, to enter the Pensacola Civic Center for the purpose of inspecting and observing this Agreement's administration as long as such observations do not interfere with the Civic Center's normal operations. Escambia County, its officers, agents, employees, representatives, and contractors may enter in Emergencies without prior notice to Management Company.

30.2 Management Company shall have the right to determine when and if it is necessary to evacuate the Pensacola Civic Center in an Emergency or for other public safety reasons. This determination shall be made by Management Company's General Manager. The General Manager shall immediately contact the Escambia County Administrator to formally advise Escambia County of the evacuation. He or she shall act in a reasonable manner so as to not unnecessarily endanger human life or property while attempting to contact the Escambia County Administrator or designee.

30.3 If an evacuation should occur that results in an event or activity cancellation due to Management Company's negligence, Escambia County does not waive any damage claims which may be filed against Management Company. In the event the evacuation occurs and results in cancellation of an event or activity because of flood, fire, strike, acts of civil or military authorities, or from insurrection or riot, windstorms, hurricanes, tornadoes, acts of God, or any other cause that is unavoidable or beyond Management Company's reasonable control, Escambia County hereby agrees to waive damage claims against Management Company.

Article 31. Non-Discrimination.

Management Company, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenants and agrees that: 1) No person because of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Pensacola Civic Center, except as allowed by law; and 2) Management Company shall not discriminate against any employee, applicant for employment, vendor, subcontractor, or other person or entity needed for the provision of supplies, material, or labor because of age, sex, physical handicap, marital status, color, religion, national origin, or ancestry except where based on a bona fide occupational

qualification or otherwise permitted by law.

Article 32. Notices.

32.1 All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next day delivery addressed to the appropriate party at the address set out below:

ESCAMBIA COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place, Ste. 420
Pensacola, Florida 32502
(850) 595-4900

With a copy to:
County Attorney
Escambia County Attorney's Office
221 Palafox Place, Ste. 430
Pensacola, Florida 32502
(850) 595-4970

MANAGEMENT COMPANY:
SMG
300 Conshohocken State Road
Suite 770
Conshohocken, Pennsylvania 19428

With a copy to:
Steven A. Scolari, Esquire
Stradley, Ronon, Stevens & Young
30 Valley Stream Parkway
Malvern, Pennsylvania 19355
(610) 640-1965

32.2 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. Either 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 changed address.

Article 33. Ownership.

33.1 Ownership of the Pensacola Civic Center, including the leasehold, technical and office equipment and facilities, furniture, supplies, displays, fixtures, and other property, shall remain at all times the property of Escambia County. Prior to this Agreement's commencement, the Parties shall together conduct an inventory of all expendable supplies and fixed assets of the Pensacola Civic Center and shall attach a copy of the results of such inventory, signed by an authorized representative of each Party, to this Agreement as **Exhibit E**. The inventory's cost, if conducted or supervised by a third party, shall be equally divided and shall be paid by both Parties. The Parties agree the inventory list shall specifically include a personal computer which is 1) capable of preparing, transmitting, and producing the Pensacola Civic Center's payroll;

2) compatible with the Management Company's computer system; and 3) provided at the Management Company's expense.

33.2 Escambia County will retain ownership and responsibility for all capital improvements and capital repairs and maintenance to the Pensacola Civic Center; however, Escambia County is under no obligation to make such improvements. The Parties agree that in the event Management Company requests a capital improvement, Escambia County shall give reasonable consideration to such request(s) prior to adopting the Annual Budget.

33.3 Management Company shall not injure, mar, or deface the Pensacola Civic Center or any equipment contained therein, and shall not cause or permit anything to be done whereby the Civic Center or equipment shall be in any manner injured, marred, or defaced. Management Company shall not allow any vehicular traffic by patrons on the entrance/exit ramps to building levels above ground at the Pensacola Civic Center's east or west sides. If the Civic Center is damaged by the act, default, or negligence of Management Company or its authorized agents, then Management Company shall pay to Escambia County, upon demand, such sums as shall be necessary to restore it to its original condition, ordinary wear and tear excepted.

Article 34. Copyright.

34.1 Management Company shall procure and pay for, or cause to be procured and paid for, the use of any copyrights, trademarks, or other intellectual property or materials necessary for the presentation of a Pensacola Civic Center event or activity.

34.2 Management Company further agrees to save and hold harmless Escambia County in accordance with the hold harmless and indemnification provisions in Article 29 from any costs or claims arising from copyright violations, including copyright or trademark violations resulting from the sale or display of advertising signs.

Article 35. Assignment of Agreement.

35.1 Escambia County is entering into this Agreement in recognition of and in reliance upon Management Company's expertise, reliability, and competence. The performance of the obligations imposed upon Management Company under the Agreement are not assignable to any other party unless Escambia County, within its sole discretion, consents in writing to said assignment. Any purported assignment in contravention of this paragraph shall be void and shall be considered a material breach of this Agreement.

35.2 Notwithstanding the foregoing, in the event of an assignment by Management Company to an affiliate, parent, or subsidiary which is intended primarily to accomplish an internal Management Company corporate purpose as opposed to materially and substantially altering the method of management services delivery to

Escambia County, then the County will not unreasonably withhold its consent for such assignment.

35.3 In the event of a "Change in Control" of the Management Company (as defined below), Escambia County shall have the option of terminating, for convenience, this Agreement by written notice to the Management Company. Management Company shall notify Escambia County within ten (10) days after it becomes aware that a Change in Control will occur.

35.4 As used in this Agreement, the term "Change of Control" shall mean a change in the possession, direct, or indirect, of either (1) the ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value, or voting power in the Management Company; or (2) the power to direct or cause the direction of the management and policies of the Management Company whether through the ownership of voting securities, by contract, or otherwise.

Article 36. Force Majeure.

36.1 Except as otherwise provided, neither Party shall be obligated to perform hereunder and neither shall be deemed to be in default if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Pensacola Civic Center, or any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations.

36.2 In the event of a labor dispute which results in a strike, picket, or boycott affecting the Pensacola Civic Center or services described in this Agreement, Management Company shall not be deemed to be in default or to have breached any part of this Agreement.

Article 37. Casualty.

37.1 In the event the Pensacola Civic Center or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent its use or if the Civic Center cannot be so used because of strikes, acts of God, national emergency, or other causes beyond Escambia County's control, then this Agreement shall be suspended for that period of time. The Agreement's term shall be extended for a period equaled to that duration; provided, however, that if the period exceeds six (6) months, the Management Company or the County shall have the right to terminate this Agreement for convenience.

37.2 Management Company's responsibility for paying Operating Expenses of the Civic Center shall be extended beyond the cost of paying for the County's property insurance on the Civic Center to also paying the cost of business interruption coverage for loss of income/loss of rents to the County for a period of one year.

37.3 Management Company hereby waives any damage claim against Escambia County by reason of such suspension or termination, except for the earned proration of the Management Fee to the date of the casualty's occurrence.

Article 38. Compliance with Laws.

Management Company agrees to comply with all Governmental Regulations applicable to Management Company's management of the Pensacola Civic Center, including but not limited to the Americans with Disabilities Act, and all other federal, state, and local occupational, health, and safety laws. Nothing in this Article or elsewhere in this Agreement shall, however, require Management Company to undertake any of the foregoing compliance activity, nor shall Management Company have any liability under this Agreement therefor, if such activity requires any Capital Improvements purchases, unless the County provides funds for such Capital Improvements. Furthermore, Management Company shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Civic Center to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Civic Center.

Article 39. Waiver.

39.1 Waiver of any provision of this Agreement by either Party shall not be deemed to imply or constitute a waiver by such Party of any other provision.

39.2 Escambia County's rights and remedies under this Agreement are cumulative and are not intended to be exclusive, and the use of one shall not be taken to exclude or waive the use of another. Escambia County will be entitled to pursue all such rights and remedies available by law.

Article 40. Entire Agreement.

40.1 This Agreement contains the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between them unless otherwise noted herein.

40.2 Management Company acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The Parties agree from time to time this Agreement may be amended in writing upon the Parties' mutual agreement.

Article 41. Conflicts of Interest.

41.1 Management Company hereby certifies that it will make a complete disclosure to Escambia County of all facts bearing upon any possible conflict, direct or

indirect, with its performance that it believes any officer or employee of Management Company now has or will have.

41.2 Said disclosure shall be made by Management Company contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Management Company. However, Management Company agrees it will perform at all times its obligation under this Agreement in a manner consistent with the best interest of Escambia County.

41.3 Violation of this Article shall be deemed a default hereunder subject to the provisions of Article 23 and 24.

Article 42. Miscellaneous Provisions.

42.1 The captions, headings, and section titles in this Agreement are for convenience of reference only and are not intended to restrict, affect, or interpret the provisions of any section.

42.2 If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, to any extent, the remainder of it or the application of such term, provision, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant, or condition shall be valid and enforceable to the fullest extent permitted by law.

42.3 This Agreement shall be construed in accordance with the laws of the State of Florida and the Parties stipulate venue for any action which is the subject of this Agreement shall be Escambia County, Florida.

42.4 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the 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: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date: February 16, 2012

BCC Approved: 2-16-2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By:
Title: ACA
Date: 2/2/12

**MANAGEMENT COMAPNY:**
**SMG,** a Pennsylvania general partnership, a general partnership duly authorized to do business in the State of Florida.

ATTEST: Secretary

By: H. Worley
President

By:_____
Secretary

Date:_____

**Exhibit A**

| | 2010 | 2011 | 2 Year Average | 2012 Example* |
|---|---|---|---|---|
| Operating Income/(Loss) | ($2,521,941) | ($2,228,054) | ($2,374,998) | ($2,125,000) |
| Less: | | | | |
| Depreciation | 936,036 | 939,717 | 937,877 | 939,717 |
| Amortization | 0 | 0 | 0 | 0 |
| Net Operating Loss for Incentive Calculation | **($1,585,905)** | **($1,288,337)** | **($1,437,121)** | **($1,185,283)** |
| Decrease in Net Operating Loss from Benchmark | | | | $251,838 |
| SMG Incentive: | | | | |
| $0 - $250,000 in improvement | 35% | | | 88,143 |
| Over $250,000 in improvement | 40% | | | 0 |
| **Total Due SMG** | | | | **$88,143** |

*Figures are an example for illustrative purposes and will be based upon actual audited results

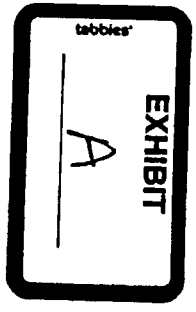




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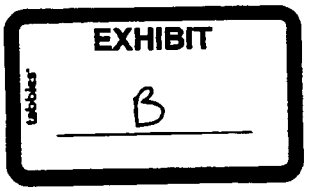
EXHIBIT B
**TO PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT**
**BETWEEN**
**ESCAMBIA COUNTY, FLORIDA**
**AND**
**SMG**

**COMPANY OFFICERS AND DIRECTORS**

**SMG**
**Organization:** General Partnership
**Formed in State of:** PA
**FEIN:** 23-2511871

**Directors:**
Harold Westley
Brian Graff
Phil Harper
Pankaj Gupta

**Officers:**
President & CEO: Harold Westley
Executive VP & CFO: John Burns
Executive VP: Maureen Ginty



# State of Florida

## Department of State

I certify from the records of this office that SMG is a Pennsylvania partnership, filed on April 1, 1998.

The document number issued to this registration is GP9700000811.

I further certify said partnership has not been canceled.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of April, 2007

Kurt S. Browning
Secretary of State

CR2EO22 (01-07)

EXHIBIT
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**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Escambia County, Florida
[print name of public entity]

by John F. Burns - Executive Vice President & Chief Financial Officer
[print individual's name and title]

for SMG
[print name of entity submitting sworn statement]

whose business address is 300 COnshohocken State Road, Suite 770, W. Conshohocken, PA 19428

and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2511871 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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EXHIBIT
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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

John F. Burns
**[signature]**

Sworn to and subscribed before me this 18th day of January, 20 12.

Personally known John F Burns

OR Produced identification _____ Notary Public - State of Jacqueline J. Nicholas - Penna

_____ My commission expires July 6, 2014
(Type of Identification)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jacqueline J. Nicholas, Notary Public
West Conshohocken Boro, Montgomery County
My Commission Expires July 6, 2014
Member Pennsylvania Association of Notaries

(Printed typed or stamped Commissioned name of Notary Public)

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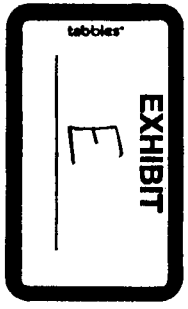
Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 034477 | 000 | REPEATER DUPLEXER | 1/29/1988 | LOC ON TOP OF ROOF | 221303 | 7,373.50 | CIV800 | CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 052353 | 000 | LAPTOP COMPUTER | 6/1/2003 | SAEGER COMPUTER | 221303 | 1,203.99 | CIV800 | CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 053039 | 000 | COMPUTER | 4/1/2004 | GENERAL MANAGER | 221303 | 1,531.31 | CIV800 | CIVIC CENTER | CIVIC CENTER-CAPITAL |
| | | | | | | | 10,108.80 | | | |





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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 038364 | 000 | WORK STATION MODULAR | 8/22/1991 | RECEPTION DESK | 221303 | 2,930.99 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 046378 | 000 | LASER PRINTER | 2/23/1998 | SUANN NOLAN | 221303 | 1,460.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 046379 | 000 | LASER PRINTER | 2/23/1998 | COPIER ROOM | 221303 | 1,460.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 046380 | 000 | COMPUTER NETWORK | 2/23/1998 | TELEPHONE RM | 221303 | 3,223.25 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 048671 | 000 | MONEY COUNTER | 4/1/2000 | FRONT OFFICE | 221303 | 1,275.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 048672 | 000 | MONEY COUNTER | 4/1/2000 | BOX OFFICE | 221303 | 1,275.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 051031 | 000 | BOX OFFICE DESK | 5/8/2002 | BOX OFFICE | 221303 | 1,393.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052013 | 000 | NETWORK SERVER | 5/6/2003 | TELEPHONE ROOM | 221303 | 3,248.52 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052039 | 000 | DELL POWER EDGE | 5/6/2003 | VAULT ROOM | 221303 | 6,999.95 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052064 | 000 | FAX MACHINE | 4/1/2003 | COPIER ROOM | 221303 | 1,077.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052150 | 000 | SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052156 | 000 | SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052157 | 000 | SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052158 | 000 | SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052159 | 000 | SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052160 | 000 | SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 052805 | 000 | COPIER | 12/5/2003 | COPIER ROOM | 221303 | 10,482.00 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 053016 | 000 | FURNITURE OFFICE | 3/1/2004 | GENERAL MANAGER | 221303 | 1,860.88 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 055462 | 000 | COMPUTER | 9/8/2006 | SUMMER JIMMERSON | 221303 | 1,489.20 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 055885 | 000 | OMNI 3750 CREDIT CARD TERMINAL | 2/20/2007 | 21 CREDIT CARD MACHINES | 221303 | 42,989.18 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058479 | 000 | POWEREDGE T610 SERVER | 12/8/2009 | BOX OFFICE | 221303 | 10,583.39 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058480 | 000 | POWEREDGE T610 SERVER | 12/8/2009 | VAULT ROOM | 221303 | 10,583.38 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058481 | 000 | ZENITH BACKUP | 12/8/2009 | VAULT ROOM | 221303 | 5,015.87 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058482 | 000 | OPTIPLEX 360 COMPUTER | 12/8/2009 | DEBBIE ROBERSON | 221303 | 1,136.26 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058483 | 000 | OPTIPLEX 360 COMPUTER | 12/8/2009 | CYNDEE PENNINGTON | 221303 | 1,136.26 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058484 | 000 | OPTIPLEX 360 COMPUTER | 12/8/2009 | MACK GILLENWATER | 221303 | 1,136.25 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058485 | 000 | OPTIPLEX 360 COMPUTER | 12/8/2009 | GM RECEPTION | 221303 | 1,136.25 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058486 | 000 | OPTIPLEX 360 COMPUTER | 12/8/2009 | | 221303 | 1,136.25 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| _____ | 058487 | 000 | OPTIPLEX 360 COMPUTER | 12/8/2009 | DON BRAKE | 221303 | 1,087.46 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |



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Civic Center
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Location: CIV800 Civic Center

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|
| 058488 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | BRIDGET LEWIS | 221303 | 1,087.46 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058489 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | SUSAN JENKINS | 221303 | 1,087.46 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058490 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | JAN CASTILLO | 221303 | 1,087.46 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058491 | 000 LATITUDE E5500 LAPTOP COMPUTER | 12/8/2009 | CYNDEE PENNINGTON | 221303 | 1,205.55 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058492 | 000 LATITUDE E5500 LAPTOP COMPUTER | 12/8/2009 | FLOAT COMPUTER | 221303 | 1,205.54 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058508 | 000 LASERJET M2727 PRINTER | 12/28/2009 | BOX OFFICE | 221303 | 1,024.05 | CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| | | | | | 131,282.86 | | | |



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Civic Center
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Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 031947 | 000 | SINK SS 2 SEC | 10/1/1984 | KITCHEN | 221303 | 1,850.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031952 | 000 | FRYER DEEP | 10/1/1984 | KITCHEN | 221303 | 1,050.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031953 | 000 | FRYER DEEP | 10/1/1984 | KITCHEN | 221303 | 1,050.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031957 | 000 | WASHER DISH | 10/1/1984 | KITCHEN | 221303 | 13,005.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031958 | 000 | WARMER FOOD W/WHEELS | 10/1/1984 | MOBILE | 221303 | 1,398.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031960 | 000 | WARMER FOOD W/WHEELS | 10/1/1984 | MOBILE | 221303 | 1,398.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031961 | 000 | WARMER FOOD W/WHEELS | 10/1/1984 | MOBILE | 221303 | 1,398.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031966 | 000 | REFRIGERATOR | 10/1/1984 | KITCHEN | 221303 | 2,287.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031969 | 000 | FREEZER | 10/1/1984 | KITCHEN | 221303 | 2,980.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031970 | 000 | WARMER FOOD W/WHEELS | 10/1/1984 | MOBILE | 221303 | 1,398.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 031971 | 000 | SINK SS 3 SEC | 10/1/1984 | KITCHEN | 221303 | 1,850.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 036455 | 000 | COOKER SLOW ALTO-SHAAM | 4/25/1989 | KITCHEN | 221303 | 3,778.95 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 036456 | 000 | PROCESSOR FOOD BERKLIN | 4/25/1989 | KITCHEN | 221303 | 1,657.86 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 036457 | 000 | MIXER FOOD | 4/25/1989 | KITCHEN | 221303 | 1,800.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 036458 | 000 | SLICER MEAT | 4/25/1989 | KITCHEN | 221303 | 1,200.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 036459 | 000 | TABLE SS | 4/25/1989 | KITCHEN | 221303 | 1,200.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 038367 | 000 | ALARM SYSTEM | 8/7/1991 | KIT HALLWAY | 221303 | 1,695.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 039098 | 000 | WARMER FOOD W/WHEELS | 7/29/1992 | MOBILE | 221303 | 2,374.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 040126 | 000 | WARMER FOOD | 7/15/1993 | KITCHEN | 221303 | 2,285.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 041036 | 000 | COUNTER CURRENCY | 6/7/1994 | FOOD & BEV OFFICE | 221303 | 1,538.03 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 048670 | 000 | MONEY COUNTER | 4/1/2000 | FOOD & BEV OFFICE | 221301 | 1,275.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-ADMIN |
| _____ | 050389 | 000 | REFRIGERATED MOBILE CART | 8/10/2001 | MOBILE | 221303 | 10,786.77 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 050707 | 000 | RANGE | 1/2/2002 | KITCHEN | 221303 | 1,754.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 050708 | 000 | CHARBROILER | 1/2/2002 | KITCHEN | 221303 | 2,506.00 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 055547 | 000 | CONVECTION OVEN W/ GLASS DOOR | 10/13/2006 | KITCHEN | 221303 | 5,184.16 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 055548 | 000 | CONVECTION OVEN W/ GLASS DOOR | 10/13/2006 | KITCHEN | 221303 | 5,184.16 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 055549 | 000 | CONVECTION STEAMER W/GAS MANIF | 10/13/2006 | KITCHEN | 221303 | 16,493.34 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 055550 | 000 | FRYER CLEANER | 10/13/2006 | KITCHEN | 221303 | 1,023.79 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058509 | 000 | LASERJET M2727 PRINTER | 12/28/2009 | FOOD & BEVERAGE OFFICE | 221303 | 1,024.05 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 058592 | 000 | ELECTRIC FOOD PROCESSOR | 3/2/2010 | KITCHEN | 221303 | 1,526.70 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058593 | 000 | KEG STYLE BEER COOLER | 3/2/2010 | MOBILE | 221303 | 3,152.19 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058594 | 000 | KEG STYLE BEER COOLER | 3/2/2010 | MOBILE | 221303 | 3,152.19 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058595 | 000 | KEG STYLE BEER COOLER | 3/2/2010 | MOBILE | 221303 | 3,152.19 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058596 | 000 | KEG STYLE BEER COOLER | 3/2/2010 | MOBILE | 221303 | 3,152.19 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058622 | 000 | PORTABLE BAR | 3/19/2010 | MOBILE | 221303 | 2,546.64 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058623 | 000 | PORTABLE BAR | 3/19/2010 | MOBILE | 221303 | 2,546.64 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058624 | 000 | PORTABLE BAR | 3/19/2010 | MOBILE | 221303 | 2,546.64 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058625 | 000 | PORTABLE BAR | 3/19/2010 | MOBILE | 221303 | 2,546.64 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| _____ | 058768 | 000 | STEAMER | 3/2/2010 | TERESA BRYAN | 221303 | 1,284.98 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| | | | | | | | 118,031.11 | | | |



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Civic Center
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Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 050704 | 000 | ICE MACHINE | 11/26/2001 | C3 | 221303 | 3,478.00 | CIV803 | CONCESSIONS | CIVIC CENTER-CAPITAL |
| _____ | 050705 | 000 | ICE MACHINE | 11/26/2001 | C4 | 221303 | 3,478.00 | CIV803 | CONCESSIONS | CIVIC CENTER-CAPITAL |
| _____ | 050706 | 000 | ICE MACHINE | 11/26/2001 | C6 | 221303 | 3,478.00 | CIV803 | CONCESSIONS | CIVIC CENTER-CAPITAL |
| _____ | 051051 | 000 | HOT FOOD CART | 7/1/2002 | CART CONCESSION MOBILE | 221303 | 9,237.50 | CIV803 | CONCESSIONS | CIVIC CENTER-CAPITAL |
| _____ | 051078 | 000 | HOT FOOD CART | 7/1/2002 | CART CONCESSION MOBILE | 221303 | 9,237.50 | CIV803 | CONCESSIONS | CIVIC CENTER-CAPITAL |
| _____ | 055458 | 000 | POPCORN MACHINE | 11/30/2005 | POPCORN ROOM | 221303 | 2,799.06 | CIV803 | CONCESSIONS | CIVIC CENTER-CAPITAL |
| _____ | 058591 | 000 | VENTLESS DUAL FRYER | 3/2/2010 | C3 | 221303 | 12,263.13 | CIV803 | CONCESSIONS | CIVIC CENTER-CAPITAL |
| | | | | | | | 43,971.19 | | | |



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Civic Center
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Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 029557 | 000 | FENCE CHAIN LINK | 2/27/1985 | SIDE OF CIVIC CENTER | 221303 | 4,624.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 040715 | 000 | TRUCK VAN 15 PASS | 4/18/1994 | TAG #136251 | 221303 | 16,895.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 046805 | 000 | ALUMINUM STAIRS | 10/1/1997 | CIVIC CENTER/CONTRIB | 221303 | 3,800.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 046806 | 000 | ALUNINUM STAIRS | 10/1/1997 | CIVIC CENTER/CONTRIB | 221303 | 3,800.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 046807 | 000 | CANOPY BOX OFFICE | 11/1/1997 | FRT OF BOX OFFICE | 221303 | 1,290.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 047319 | 000 | TRUCK | 3/9/1999 | TAG #161557 | 221303 | 17,191.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 048423 | 000 | BIKE RACKS | 12/1/1999 | SIDE OF CIVIC CENTER | 221303 | 4,376.67 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 051214 | 000 | SIGN FOR CIVIC CENTER | 9/23/2002 | UP | 221303 | 150,000.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 051214 | 001 | MARQUEE SIGN | 11/19/2002 | UP | 221303 | 78,461.95 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 051214 | 002 | CIVIC CENTER SIGN | 11/18/2003 | UP | 221303 | 120,510.05 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 051214 | 003 | CLIMATE CONTROL CABINET | 3/28/2005 | UP | 221303 | 12,985.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 051214 | 004 | ACCRUAL ADJ. | 3/30/2005 | UP | 221303 | (39,671.80) | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 054174 | 000 | CLIMATE CONTROL CABINET | 6/13/2005 | UP | 221303 | 3,950.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 054174 | 001 | CLIMATE CONTROL CABINET | 9/26/2005 | UP | 221303 | 12,536.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 054175 | 000 | POWER SUPPLY | 6/13/2005 | FOR MARQUEE | 221303 | 7,950.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 054814 | 000 | CABINET FOR MARQUEE | 1/18/2006 | UP CLIMATE CONTROLLED | 221303 | 5,050.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 055050 | 000 | MARQUEE MESSSAGE BOARD SIGN | 4/25/2006 | UP | 221303 | 13,567.90 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 055051 | 000 | MARQUEE MESSSAGE BOARD SIGN | 4/25/2006 | UP | 221303 | 13,567.90 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 055052 | 000 | CLIMATE CONTROL CABINET | 4/25/2006 | UP | 221303 | 3,950.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| _____ | 058125 | 000 | 30 HP MOTOR | 1/31/2009 | FOR CHILLER TOWER | 221301 | 2,460.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-ADMIN |
| _____ | 058884 | 000 | MARQUEE | 10/1/2009 | UP WEST OF FAC FRT MARQUE | 221301 | 296,800.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-ADMIN |
| _____ | 34280A | 000 | MARQUEE | 3/1/1994 | UP | 221303 | 1,329.00 | CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| | | | | | | | 735,422.67 | | | |



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Civic Center
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Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| | 029398 | 000 | SPOTLIGHT | 1/27/1985 | | 221303 | 6,240.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029398 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.40 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029399 | 000 | SPOTLIGHT | 1/27/1985 | | 221303 | 6,240.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029399 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.40 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029400 | 000 | SPOTLIGHT | 1/27/1985 | | 221303 | 6,240.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029400 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.40 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029401 | 000 | SPOTLIGHT | 1/27/1985 | | 221303 | 6,240.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029401 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.40 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029402 | 000 | SPOTLIGHT | 1/27/1985 | | 221303 | 6,240.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029402 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.40 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029403 | 000 | SPOTLIGHT | 1/27/1985 | | 221303 | 6,240.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 029403 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.40 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 036776 | 000 | SCOREBOARDS | 1/4/1990 | N & S END | 221303 | 2,760.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 039988 | 000 | HOIST CHAIN 1/2 TON | 12/8/1992 | | 221303 | 1,480.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 039989 | 000 | HOIST CHAIN 1/2 TON | 12/8/1992 | | 221303 | 1,480.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 039990 | 000 | HOIST CHAIN 1/2 TON | 12/8/1992 | | 221303 | 1,480.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 039991 | 000 | HOIST CHAIN 1/2 TON | 12/8/1992 | | 221303 | 1,480.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041259 | 000 | SPOTLIGHT | 8/9/1994 | | 221303 | 8,354.25 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041259 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.41 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041260 | 000 | SPOTLIGHT | 8/9/1994 | | 221303 | 8,354.25 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041260 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.41 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041261 | 000 | SPOTLIGHT | 8/9/1994 | | 221303 | 8,354.25 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041261 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.41 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041262 | 000 | SPOTLIGHT | 8/9/1994 | | 221303 | 8,354.25 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 041262 | 001 | SPOTLIGHT REBUILD | 9/30/2010 | | 221303 | 2,802.41 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 043061 | 000 | HOIST CHAIN 1 TON | 11/18/1994 | | 221303 | 6,997.79 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 043062 | 000 | HOIST CHAIN 1 TON | 11/18/1994 | | 221303 | 1,750.61 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 043063 | 000 | HOIST CHAIN 1 TON | 11/18/1994 | | 221303 | 1,748.29 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 043064 | 000 | HOIST CHAIN 1 TON | 11/18/1994 | | 221303 | 1,748.28 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| | 044344 | 000 | SCOREBOARD MULTI-SPORT | 8/19/1996 | | 221303 | 91,006.50 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 044344 | 001 | SCOREBD AT CIVIC CENTER | 11/19/1996 | INSTALLMENT | 221303 | 181,800.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 044344 | 002 | SCOREBOARD | 1/29/1997 | INSTALLMENT | 221303 | 30,193.50 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 044344 | 003 | CLOCK UP GRADE TO ADD FOOTBALL | 5/25/2000 | | 221303 | 1,010.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 044344 | 004 | SCOREBOARD UPGRADE | 11/12/2010 | PARTS & CONTROLLER | 221303 | 31,005.00 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 044708 | 000 | CHAIN HOIST F/SCOREBOARD | 10/16/1996 | | 221303 | 18,159.21 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | 49771 | 000 | TRUSSING (RIGGING) | 4/30/2001 | | 221303 | 3,425.65 | CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | | | | | | | 476,405.87 | | | |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 029777 | 000 | KEY COMBINATOR | 1/28/1985 | OPERATIONS | 221303 | 1,142.30 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 031940 | 000 | WELDING OUTFIT GAS | 7/25/1986 | SHOP | 221303 | 1,067.60 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 039993 | 000 | SAW TILTING 10" | 3/7/1993 | SHOP | 221303 | 2,217.74 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 040929 | 000 | DRAIN CLEANING MACH | 3/17/1994 | SHOP | 221303 | 1,690.00 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 041332 | 000 | SAW BAND | 8/15/1994 | SHOP | 221303 | 1,484.88 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 041333 | 000 | SANDER BELT | 8/15/1994 | SHOP | 221303 | 1,608.00 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 046114 | 000 | COPIER | 4/1/1998 | OPERATIONS | 221303 | 20,000.00 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 051109 | 000 | COMPUTER | 8/1/2002 | TECH ROOM | 221303 | 1,649.97 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 058478 | 000 | CISCO 2821 ROUTER | 12/8/2009 | OPS TECH RM | 221303 | 3,344.71 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 058493 | 000 | LATITUDE E5500 LAPTOP COMPUTER | 12/8/2009 | JIM KERRIGAN | 221303 | 1,205.54 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 058494 | 000 | MERAKI INDOOR CLOUD SYSTEM | 12/8/2009 | OPS TECH ROOM | 221303 | 3,750.80 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 058510 | 000 | LASERJET M2727 PRINTER | 12/28/2009 | OPERATIONS | 221303 | 1,024.05 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-CAPITAL |
| _____ | 058885 | 000 | AUDIO/VISUAL EQUIPMENT | 9/30/2010 | | 221301 | 4,000.00 | CIV806 | OPERATIONS/TECH RM/SHOP | CIVIC CENTER-ADMIN |
| | | | | | | | 44,185.59 | | | |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 039992 | 000 | CONTROLLER F/HOISTS | 12/8/1992 | FOR 39988-39991/RIG ROOM | 221303 | 2,466.52 | CIV807 | CIVIC CENTER 1ST FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 040923 | 000 | PRESSURE WASHER W/ ACCESS | 5/3/1994 | MOBILE | 221303 | 5,758.70 | CIV807 | CIVIC CENTER 1ST FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 043065 | 000 | CONTROLLER F/RIGGING | 12/15/1994 | FOR 43061-43064/RIG ROOM | 221303 | 2,167.04 | CIV807 | CIVIC CENTER 1ST FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 043066 | 000 | DISTRO PANEL F/RIGG | 12/15/1994 | FOR 43061-43064/RIG ROOM | 221303 | 1,317.48 | CIV807 | CIVIC CENTER 1ST FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 053046 | 000 | LIFE PACK | 5/18/2004 | DEFIBL,BATTERY, CASE | 221303 | 1,941.88 | CIV807 | CIVIC CENTER 1ST FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 053046 | 001 | CONTROLS | 2/15/2005 | | 221303 | 220.32 | CIV807 | CIVIC CENTER 1ST FLOOR | CIVIC CENTER-CAPITAL |
| | | | | | | | 13,871.94 | | | |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 040510 | 000 | FLOOR DANCE PORTABLE | 10/1/1993 | W/CADDY | 221303 | 3,608.50 | CIV808 | CIVIC CENTER 2ND FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 049519 | 000 | LECTERN | 3/31/2001 | | 221303 | 1,265.87 | CIV808 | CIVIC CENTER 2ND FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 053047 | 000 | LIFE PACK | 5/18/2004 | DEFIBL,BATTERY, CASE | 221303 | 1,941.88 | CIV808 | CIVIC CENTER 2ND FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 058597 | 000 | MEETING ROOM EQUIPMENT | 1/31/2010 | | 221301 | 8,000.00 | CIV808 | CIVIC CENTER 2ND FLOOR | CIVIC CENTER-ADMIN |
| | | | | | | | 14,816.25 | | | |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 053048 | 000 | LIFE PACK | 5/18/2004 | DEFIBL,BATTERY, CASE | 221303 | 1,941.88 | CIV809 | CIVIC CENTER 3RD FLOOR | CIVIC CENTER-CAPITAL |
| _____ | 053048 | 001 | CONTROLS | 2/15/2005 | | 221303 | 220.32 | CIV809 | CIVIC CENTER 3RD FLOOR | CIVIC CENTER-CAPITAL |
| | | | | | | | 2,162.20 | | | |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 046813 | 000 | WIRELESS SYSTEM | 3/1/1998 | SOUNDBOOTH | 221303 | 3,985.00 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-CAPITAL |
| _____ | 049694 | 000 | SOUND SYSTEM | 4/26/2001 | SOUNDBOOTH | 221303 | 35,000.00 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-CAPITAL |
| _____ | 052065 | 000 | IGNITER | 4/1/2003 | 5TH FLOOR | 221303 | 2,603.75 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-CAPITAL |
| _____ | 053415 | 000 | EXHAUST FAN | 7/1/2004 | CENTIFUGAL ROOF | 221303 | 1,328.00 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-CAPITAL |
| _____ | 055459 | 000 | 40HP WEG ELECTRIC MOTOR | 3/31/2006 | RETURN AIR FAN | 221303 | 1,416.00 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-CAPITAL |
| _____ | 055460 | 000 | 50HP WEG ELECTRIC MOTOR | 3/31/2006 | SUPPLY AIR FAN | 221303 | 1,680.00 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-CAPITAL |
| _____ | 055461 | 000 | 50HP WEG ELECTRIC MOTOR | 3/31/2006 | SUPPLY AIR FAN | 221303 | 1,680.00 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-CAPITAL |
| _____ | 058769 | 000 | WEG 50HP MOTOR 326T | 5/24/2010 | 4TH FLOOR/NORTHWEST | 221301 | 1,668.00 | CIV810 | CC 4TH & 5TH FLOORS/SOUNDBOOTH | CIVIC CENTER-ADMIN |
| | | | | | | | 49,360.75 | | | |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| _____ | 029064 | 000 | LIFT GENIE | 12/3/1984 | PUMP ROOM | 221303 | 3,985.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 029097 | 000 | FLOOR BASKETBALL | 10/15/1984 | PROP ROOM | 221303 | 19,782.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 029457 | 000 | BACKSTOP BASKETBALL | 1/29/1985 | PROP ROOM | 221303 | 13,340.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 029670 | 000 | RISE SYSTEM 8 STEP | 11/19/1984 | LOADING DOCK&PROP ROOM | 221303 | 1,081.23 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 029671 | 000 | RISE SYSTEM 8 STEP | 11/19/1984 | LOADING DOCK&PROP ROOM | 221303 | 1,081.23 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 036462 | 000 | COOLER WALK IN | 4/25/1989 | P1 | 221303 | 1,925.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 038876 | 000 | DECK/SUPPORT SYS(SOUND WINGS) | 4/16/1992 | PROP ROOM | 221303 | 9,815.52 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 038912 | 000 | MOWER LAWN | 5/19/1992 | NEW STORAGE | 221303 | 2,167.84 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 039013 | 000 | FREEZER WALK IN | 7/1/1992 | P1 | 221303 | 8,051.68 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 040463 | 000 | DRAPES STAGE | 12/17/1993 | PROP | 221303 | 5,862.24 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 040749 | 000 | BILLY GOAT VACUUM | 4/5/1994 | NEW STORAGE | 221303 | 1,698.50 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 044332 | 000 | FORKLIFT TRUCK HYSTER | 9/30/1996 | NEW STORAGE | 221303 | 18,894.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 044345 | 000 | ICE RESURFACING MACHINE | 9/18/1996 | LOADING DOCK | 221303 | 58,200.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 044936 | 000 | BLADE SHARPENER PORTABLE | 12/12/1996 | LOADING DOCK | 221303 | 2,078.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 047464 | 000 | PRODECK ICE | 3/3/1999 | NEW STORAGE | 221303 | 85,000.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 048427 | 000 | STAGE BARRICADE | 1/4/2000 | NEW STORAGE | 221303 | 11,650.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 050390 | 000 | HANDSINK CART | 7/23/2001 | P1 | 221303 | 1,585.58 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 051158 | 000 | FORKLIFT | 7/31/2002 | LOADING DOCK | 221303 | 22,685.00 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 053676 | 000 | ICE EDGER | 12/31/2004 | LOADING DOCK | 221303 | 2,172.58 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| _____ | 055608 | 000 | SCRUBBER/SWEEPER | 12/6/2006 | LOADING DOCK | 221303 | 43,120.19 | CIV811 | NEW STOR/PROP RM/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| | | | | | | | 314,175.59 | | | |



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Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

| Inventory | Asset ID | | Description | Date Acquired | Description | Department | Cost | Location | Location Description | Department Title |
|---|---|---|---|---|---|---|---|---|---|---|
| | 034314 | 000 | DRAPERIES | 9/10/1987 | CHEMICAL ROOM | 221303 | 11,845.66 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 034671 | 000 | DRAPERIES | 3/10/1988 | CHEMICAL ROOM | 221303 | 8,310.36 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 039015 | 000 | REFRIGERANT MGNT SYS | 7/1/1992 | CHILLER ROOM | 221303 | 6,580.00 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 039233 | 000 | REFRIG RECOVERY SYS | 8/28/1992 | ICE PLANT ROOM | 221303 | 1,250.00 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 048701 | 000 | CLEANER CARPET | 5/30/2000 | CHEMICAL ROOM | 221303 | 2,222.22 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 050968 | 000 | AUTOMATIC SCRUBBER | 4/1/2002 | CHEMICAL ROOM | 221303 | 5,512.09 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 055969 | 000 | COMPACT AUTO SCRUBBER | 1/23/2007 | CHEMICAL ROOM | 221301 | 1,602.00 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-ADMIN |
| | 057360 | 000 | VACUUM | 3/25/2008 | CHEMICAL ROOM | 221301 | 1,890.00 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-ADMIN |
| | 057977 | 000 | ICE PLANT COMPRESSOR | 6/13/2008 | ICE PLANT ROOM | 221303 | 9,000.00 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 057978 | 000 | ICE PLANT COMPRESSOR | 6/13/2008 | ICE PLANT ROOM | 221303 | 9,000.00 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 057979 | 000 | ICE PLANT COMPRESSOR | 6/13/2008 | ICE PLANT ROOM | 221303 | 9,000.00 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| | 058986 | 000 | WEG 40HP MOTOR 324T | 10/14/2010 | | 221301 | 1,572.50 | CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-ADMIN |
| | | | TOTAL COST | | | | $ 2,021,579.65 | | | |



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Escambia County
Clerk's Original

5/21/2015 CAR II-17

# AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

**THIS AMENDMENT TO THE AGREEMENT** is made and entered into as of this 21st day of May, 2015, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "County"), and SMG, a Pennsylvania general partnership authorized to conduct business in the State of Florida, whose Federal Employer Identification Number (FEIN) is 23-2511871, and whose principal address is 300 Conshohocken State Road, Suite 450, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

Verified By: [signature]
Date: 5/27/2015

## WITNESSETH:

**WHEREAS**, on February 16, 2012, the County and SMG previously entered into the Pensacola Civic Center Management Services Agreement; and

**WHEREAS**, the Agreement provided for an initial three (3) year term with the option to extend the agreement for an additional two (2) year period until September 30, 2017; and

**WHEREAS**, the Parties have agreed to extend the term of the agreement and amend other provisions of the Agreement as provided herein; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Article 1(a)(a) is amended to reflect that all references to the "Pensacola Civic Center" or "Civic Center" shall mean the "Pensacola Bay Center" or "Bay Center" and such terms may be used interchangeably.

3. That Article 3 is amended as follows:

Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect ~~for three (3) Fiscal Years~~ until September 30, 2015~~22~~. The Agreement may be extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall

provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

4. That Article 7 is amended as follows:

Article 7. Collection and Payments of Operating Revenues and Expenses.

7.6 For the benefit of the Pensacola Bay Center, Management Company shall contribute a sum of Three Hundred and Fifty Thousand Dollars ($350,000.00) to be used in the County's discretion to enhance the facility or its operations including but not limited to the advertising and promotion of events. Management Company shall deposit the full amount into the Civic Center Fund on or before September 30, 2015. Said contribution shall be amortized on a straight-line, non-cash basis over a period of seven (7) years commencing upon October 1, 2017. If the Management Services Agreement is terminated for any reason prior to the end of the seven year amortization period, County shall pay Management Company any remaining unamortized balance of the contribution.

5. That Article 16.2 is amended as follows:

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

| % of improvement | % to County | % to SMG |
|---|---|---|
| Up to $250,000 | 65% | 35% |
| Greater than $250,000 | 60% | 40% |

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or $263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

If the anticipated Net Operating Loss should increase during any Fiscal Year due to the use of the Pensacola Bay Center for professional ice hockey pursuant to the terms and conditions of the Pensacola Bay Center Ice Hockey Lease or for waivers made by the County, in whole or in part, for any applicable user fees or operational expenses referenced herein then County and Management Company agree to negotiate in good faith to determine an adjusted Net Operating Loss Benchmark for the purpose of calculating Management Company's annual Incentive Fee.

6. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

7. That the effective date of this Amendment shall be on the date last executed by the Parties.

8. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the 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: _____
Steven Barry, Chairman

Date: 5/26/2015

BCC Approved: 05-21-2015

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

_____
Deputy Clerk

**MANAGEMENT COMPANY:**
**SMG,** a Pennsylvania general partnership

By: _____
President

ATTEST:

By: _____
Secretary

Date: 6-5-2015

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/18/15

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12537** **County Administrator's Report 16. 8.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Supplemental Budget Amendment #180 - State of Florida, Division of Emergency Management EMPG Grant
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #180 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #180, Other Grants and Projects Fund (110), in the amount of $90,470, to recognize proceeds from a State of Florida Division of Emergency Management (FDEM) Federally-Funded Subaward and Grant Agreement, and to appropriate these funds for enhancement of Escambia County's Division of Emergency Management daily and emergency operations and to assist in local disaster planning and community outreach efforts.

## BACKGROUND:

On August 3, 2017, it is anticipated the Board will approve FDEM Emergency Management Performance (EMPG) Federally-Funded Subaward and Grant Agreement #18-FG-XX-01-27-01-XXX in the amount of $106,735. There is currently $16,265 in the EMPG Grant cost center due to the State's Fiscal Year, SBA#180 recognizes the difference in the budgeted grant and the actual amount of the grant award. The funds will be used to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in local disaster planning and community outreach efforts for the period of July 1, 2017, through June 30, 2018. These Grant funds also support the salary of an existing County employee that provides GIS and technology assistance to the Division.

## BUDGETARY IMPACT:

This amendment will increase Fund 110 by $90,4705.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

**PERSONNEL:**

These grant funds support the salary of an existing County employee that provides GIS and technology assistance to the Division.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#180

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**Board of County Commissioners**
**Escambia County**
**Supplemental Budget Amendment Resolution**

**Resolution Number R2017-**

**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget**

**WHEREAS, Escambia County was awarded an EMPG grant by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017**

| Other Grants & Projects | 110 | | |
|---|---|---|---|
| **Fund Name** | **Fund Number** | | |
| **Revenue Title** | **Fund Number** | **Account Code** | **Amount** |
| Emergency Mgmnt Performance | 110 | 331266 | $90,470 |
| | | | |
| **Total** | | | $90,470 |

| **Appropriations Title** | **Fund Number/Cost Center** | **Account Code/ Project Number** | **Amount** |
|---|---|---|---|
| Regular Salaries | 110/330413 | 51201 | $32,313 |
| Overtime | 110/330413 | 51401 | $361 |
| FICA | 110/330413 | 52101 | $2,500 |
| Retirement | 110/330413 | 52201 | $2,457 |
| Life and Health | 110/330413 | 52301 | $7,246 |
| Workers Compensation | 110/330413 | 52401 | $107 |
| Communications | 110/330413 | 54101 | $7,090 |
| Repairs and Maintenance | 110/330413 | 54601 | $15,434 |
| Office Supplies | 110/330413 | 55101 | $2,188 |
| Operating Supplies | 110/330413 | 55201 | $4,500 |
| Books, Pubs, Subs | 110/330413 | 55401 | $400 |
| Training and Educational Costs | 110/330413 | 55501 | $1,000 |
| Machinery & Equipment | 110/330413 | 56401 | $14,874 |
| | | | |
| **Total** | | | $90,470 |

**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**

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.07.21 10:35:01 -05'00'

Stephan Hall

**OMB Approved**

**Supplemental Budget Amendment**
#180

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12548** **County Administrator's Report 16. 9.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Amendment to 2014 and 2015 HUD Annual Action Plans for the Community Development Block Grant Program
**From:** Tonya Gant, Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning an Amendment to the 2014 and 2015 HUD Annual Action Plans for the Community Development Block Grant Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2014 and 2015 United States Department of Housing and Urban Development (HUD) Annual Action Plans Regarding the Community Development Block Grant Program:

A. Approve the Amendment to the 2014 and 2015 Annual Action Plans Regarding the Escambia County Community Development Block Grant (CDBG) Program, reallocating $220,410 in funds from the CRA Facade Program and Homeless or Health Public Facility Project to the Erress Boulevard and Diego Circle Blight Reduction Project; and

B. Authorize the County Administrator to sign the Amendment.

[Funding: Fund 129/2015 CDBG, Cost Center 370224 and 2014 CDBG, Cost Center 370221]

## BACKGROUND:

The Community Redevelopment Agency made a presentation to the Board on June 22, 2017 regarding the proposed new project, Erress Boulevard and Diego Circle Blight Reduction Project, located in the Palafox Community Redevelopment Area (CRA). The project seeks to remove slum and blight conditions in this CDBG low-moderate income area by targeting vacant properties through demolition and clearance and/or acquisition activities. Part of the proposed funding comes from old year funds originally allocated to the CRA Facade program and the Homeless Facility Project. To reallocate these funds, an amendment to the 2014 and 2015 Annual Action Plan is being proposed. Any funds not utilized for the Erress Boulevard/ Diego Circle Blight Reduction Project will be utilized for CRA Neighborhood Improvement Project Enhancements in other Escambia

County CRAs or in CDBG eligible areas.

The County may move funding between proposed activities by amending the HUD 2014 and 2015 Annual Action Plan, which requires a 30 day minimum public notice and approval by the Board. An advertisement announcing this Amendment (Exhibit I) was published on June 28, 2017 allowing for public comments through July 29, 2017, which meets the comment period requirements per HUD. No comments were received. The amendment (Exhibit II) will be submitted to HUD upon approval by the Board.

**PROPOSED CHANGES TO 2014 AND 2015 CDBG ACTIVITIES:**

| **FROM:** | **GRANT YEAR:** | **AMOUNT:** |
|---|---|---|
| CRA Facade Program | 2014 | $50,000.00 |
| CRA Facade Program | 2015 | $20,410.00 |
| Homeless Facility Project | 2015 | $150,000.00 |
| **TO:** | | |
| CRA Neighborhood Improvement Project Enhancements (Erress Blvd. and Diego Circle Blight Reduction Project) | 2014 & 2015 | $220,410.00 |

**BUDGETARY IMPACT:**

This will allow for movement of funds between activities in the 2014 and 2015 CDBG Program.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No impact.

**PERSONNEL:**

No impact to personnel.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Any substantial changes to the HUD Annual Action Plan requires an opportunity for public comment according to the HUD Citizen Participation Plan and must be approved by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Not applicable to this recommendation.

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**Attachments**

Ex I-Amendment Ad

Ex II-Amendment

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EXHIBIT I

PENSACOLA News Journal pnj.com

**Classified Ad Receipt**
**(For Info Only - NOT A BILL)**

**Customer:** ESC CO COMMISSIONERS/LEGALS

**Ad No.:** 0002237544

**Address:** 221 PALAFOX PL
PENSACOLA FL 32502
USA

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 06/28/17

**Text of Ad:**

**AMENDMENT TO**
**2014 AND 2015 ANNUAL ACTION PLANS**
**REGARDING THE**
**ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Escambia County is proposing amending the 2014 and 2015 Escambia Consortium Annual Action Plan within the CDBG Program including Grant # B-14-UC-12-0012 and B-15-UC-12-0012 in order to reallocate funds between project categories as follows:

| | | |
|---|---|---|
| **FROM:** | GRANT YEAR: | |
| CRA Façade Program | 2014 | $50,000.00 |
| CRA Façade Program | 2015 | $20,410.00 |
| Homeless Facility Project | 2015 | $150,000.00 |
| **TO:** | | |
| CRA Neighborhood Improvement Project Enhancements (Erress Blvd & Diego Circle Blight Reduction Project) | 2014 & 2015 | $220,410.00 |

The proposed new project, Erress Boulevard and Diego Circle Blight Reduction Project, located in the Palafox Community Redevelopment Area (CRA) seeks to remove slum and blight conditions in this CDBG low-moderate income area by targeting vacant properties through demolition and clearance and/or acquisition activities. Any funds not utilized for the Erress Boulevard & Diego Circle Blight Reduction Project will be utilized for CRA Neighborhood Improvement Project Enhancements in other Escambia County CRAs or in CDBG eligible areas.

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), July 28, 2017.** Interested parties may submit written comments to: Escambia County CDBG Program, C/O Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32502. Questions should be directed to Meredith Reeves at (850) 595-0022; or
email: mareeves@myescambia.com.

The above stated HUD Amendment has been subjected to a minimum 30-day public comment period in compliance with the Local Citizen Participation Plan. Revisions will be effective **June 29, 2017** and will be immediately implemented in accordance with governing HUD Regulations.
Legal No. 2237544 1T June 28, 2017

EXHIBIT II

AMENDMENT TO
2014 AND 2015 ANNUAL ACTION PLANS
REGARDING THE
ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Escambia County is proposing amending the 2014 and 2015 Escambia Consortium Annual Action Plan within the CDBG Program including Grant # B-14-UC-12-0012 and B-15-UC-12-0012 in order to reallocate funds between project categories as follows:

| **FROM:** | GRANT YEAR: | |
|---|---|---|
| CRA Façade Program | 2014 | $50,000.00 |
| CRA Façade Program | 2015 | $20,410.00 |
| Homeless Facility Project | 2015 | $150,000.00 |
| | | |
| **TO:** | | |
| CRA Neighborhood Improvement Project Enhancements (Erress Blvd & Diego Circle Blight Reduction Project) | 2014 & 2015 | $220,410.00 |

The proposed new project, Erress Boulevard and Diego Circle Blight Reduction Project, located in the Palafox Community Redevelopment Area (CRA) seeks to remove slum and blight conditions in this CDBG low-moderate income area by targeting vacant properties through demolition and clearance and/or acquisition activities. Any funds not utilized for the Erress Boulevard & Diego Circle Blight Reduction Project will be utilized for CRA Neighborhood Improvement Project Enhancements in other Escambia County CRAs or in CDBG eligible areas.

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), July 28, 2017**. Interested parties may submit written comments to: Escambia County CDBG Program, C/O Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32502. Questions should be directed to Meredith Reeves at (850) 595-0022; or email: mareeves@myescambia.com.

The above stated HUD Amendment has been subjected to a minimum 30-day public comment period in compliance with the Local Citizen Participation Plan. Revisions will be effective **June 29, 2017** and will be immediately implemented in accordance with governing HUD Regulations.

Signed: _____
Jack R. Brown
County Administrator

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/19/17

WITNESS: _____

WITNESS: _____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12558** **County Administrator's Report 16. 10.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Escambia Consortium 2017 Annual Action Plan
**From:** Tonya Gant, Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Escambia Consortium 2017 Annual Action Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia Consortium Florida 2017 Annual Action Plan:

A. Approve the Escambia Consortium Florida 2017 Annual Action Plan for Housing and Community Development, detailing the use of 2017 Community Development Block Grant (CDBG) funds in the amount of $1,478,299; 2017 HOME Investment Partnerships Program (HOME) funds in the amount of $880,028; and 2017 Emergency Solutions Grant Program (ESG) funds in the amount of $144,059; and

B. Authorize the County Administrator to execute all Escambia Consortium Florida 2017 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2017 CDBG, 2017 HOME, and 2017 ESG Programs.

[Funding: Fund 129/CDBG, Cost Centers 370229, 370230, and 370231; Fund 147/HOME, Cost Center 370269; and Fund 110/ESG, Cost Center 370293]

## BACKGROUND:

Escambia County in conjunction with other members of the Escambia Consortium (comprised of Escambia County, the City of Pensacola, and Santa Rosa County) has prepared the Escambia Consortium 2017 Annual Action Plan, which incorporates the specific funding applications of all member jurisdictions for the CDBG, HOME, and ESG Programs for that fiscal year. Plan activities must support the five year Consolidated Plan that was prepared and approved in 2015. A full copy of Annual Action Plan is attached as Exhibit I, with the funding and activities that will encompass the HUD

Program Year extending from October 1, 2017 through September 30, 2018. A summary of annual activities to be financed with 2017 CDBG, HOME and ESG resources is provided in Exhibit II. Activities listed in the Annual Action Plan are also in support of the County's Comprehensive Plan Housing Element and the County's Community Redevelopment Area Plans.

A public notice regarding preparation of the Consolidated Plan and Annual Plan was published in the *Pensacola News Journal* on February 23, 2017 to initiate the public participation process in order to receive public input, comments and agency proposals or recommendations concerning housing and community development needs and priorities in the area. A public hearing was held in Escambia County on March 7 and a public hearing was held in Santa Rosa County on March 9. Following the input phase, the Plans were drafted and made available for public review and comment. The CDBG, HOME, and ESG activities proposed for funding through the 2017 Annual Action Plan were advertised in the *Pensacola News Journal* on May 27 for a minimum 14 day comment period (HUD provided a waiver of 24 CFR 91.105(b) and 24 CFR 91.115(b)(4), giving 14 days public comment in lieu of the usual 30 days), and an additional public meeting was held in Santa Rosa County on May 31 and in Escambia County on June 6 to receive public review, comments and specific input concerning the draft Plans. Final HUD allocations were received mid-June, so the Consortium published an ad in the Pensacola News Journal with the final CDBG, HOME, and ESG allocations on June 23. Finally, as denoted in the public notice, written comments were received by the Consortium through July 7, 2017. A summary of the Citizen Participation is included in Section AP-10 of the Plan, with copies of ads and written public comments in the Citizen Participation Addendum included in the Plan.

The final step in the process is to obtain approval of the Plans by all governmental bodies within the Consortium. The City of Pensacola, and Santa Rosa County will approve the Plans during their respective August meetings. Escambia County serves as the lead participating jurisdiction for the Consortium. The Plan is due to HUD on or before August 15, 2017, with HUD approval anticipated October 2017.

**BUDGETARY IMPACT:**

The Annual Action Plan does not commit any County General Fund revenue. The County will directly receive the following amounts for uses specified in the Annual Action Plan and summarized in Exhibit II:

| FUNDING | AMOUNT |
|---|---|
| CDBG/Fund 129 | $1,478,299 |
| HOME/Fund 147 | $880,028 |
| ESG/Fund 110 | $144,059 |
| **TOTALS:** | **$2,668,832** |

For reference, last year's CDBG allocation was $1,600,170; HOME was $920,660; and ESG was $148,002.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the SF-424 and Escambia County Certification forms (Exhibit III) that must be executed in order to receive HUD funds.

**PERSONNEL:**

There is no new impact on County personnel or positions as a result of the Board's approval of the Escambia Consortium Consolidated Plan and Annual Action Plan. Preparation of the Plans and implementation of the CDBG, HOME, and ESG activities financed hereunder are administered by Neighborhood Enterprise Division staff and/or staff of the Consortium's member jurisdictions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Annual Action Plan requires formal approval by the Board prior to submission to HUD in order to receive CDBG, HOME and ESG funding.

**IMPLEMENTATION/COORDINATION:**

Completion of the Consolidated Plan process has necessitated extensive coordination with many sectors of the local community, such as public and private affordable housing interests; County departments with respect to CDBG activities; non-profit public service agencies; local public housing authorities; homeless organizations; Escambia County, City of Pensacola, and Santa Rosa County administrative staff; interested citizens; and low/moderate income families.

For reference, the use of CDBG funds must be used for activities that primarily benefit lower income families in areas such as: housing rehabilitation and affordable housing development activities, CDBG eligible public infrastructure improvements, and public services. HOME funds are restricted to activities that produce or preserve affordable housing. ESG funds can only be used to support activities or services for the homeless.

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**Attachments**

Ex I-2017 HUD Annual Plan
Ex II-Annual Plan Summary
Ex III-424s and Certifications

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# ESCAMBIA CONSORTIUM
# FLORIDA

## 2017 Annual Action Plan
## (October 1, 2017 – September 30, 2018)

Comprised of Escambia County, the City of Pensacola, and Santa Rosa County

# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

The 2017-18 Annual Action plan details resources and activities to be undertaken collaboratively within the Escambia Consortium, comprised of Escambia County, The City of Pensacola, and Santa Rosa County, Florida. The resources and activities detailed in this plan include the Community Development Block Grant (CDBG), HOME Investments Partnerships Program (HOME), and the Emergency Solutions Grant (ESG) program funds. Escambia County, as an Urban County, and the City of Pensacola, as a Metropolitan City, are HUD entitlement communities, each receiving their own allocation of CDBG funding from HUD. Escambia County, the City of Pensacola, and Santa Rosa County have elected to form the Escambia Consortium to jointly receive an allocation of HOME funds, with Escambia County serving as the lead jurisdiction. Escambia County receives a direct allocation of ESG funds from HUD.

Member jurisdictions comprising the Escambia Consortium will continue their long-standing cooperative effort targeting the provision of housing, public services, and public facility improvements for lower income neighborhoods, families and individuals based on goals and needs cited in the Five Year Consolidated Plan as approved by the member jurisdictions in 2015.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Escambia County seeks to assist residents with obtaining decent affordable housing, a suitable living environment, and expanded economic opportunities. Based on housing market analysis, needs assessments, and public input gathered through the planning process, the Consortium selected the following areas as priority objectives for the Consortium:

1. Affordable Housing
2. Public Services
3. Public Improvements and Infrastructure
4. Public Facilities
5. Homeless

6. Neighborhood Redevelopment
7. Economic Development

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Following each program year, the Consortium prepares a Consolidated Annual Performance and Evaluation Report (CAPER), for submission to HUD. These documents may be viewed online at https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/plans-and-reports or by contacting Escambia County, the lead jurisdiction. Issues identified in the CAPER inform the preparation of the Consolidated Plan, with activities presented in the plan reviewed to determine the viability and success in addressing the needs of low/moderate income residents and target areas in the jurisdiction. Within funding limitations, activities are revised to address the changing needs of the community.

### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Plan is a result of working with in and with the community to identify interests and priorities of individual citizens, organizations, local governments, private sector, with special outreach to citizens, businesses, and agencies located in CDBG targeted areas as well as low and moderate income persons. The Consortium made outreach to neighborhood groups located in CDBG target areas as well as agencies serving low and moderate income persons. Public participation was requested through multiple public advertisements as well direct contact of housing agencies and neighborhood groups for participation in the public hearings.

A summary of the public advertisements, public meetings and citizen participation and consultation is included in Section AP-12.

### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Citizen comments were received during the public meetings and hearings are attached in their entirety at the end of this Plan. Comments ranged from the need for the continuance of housing rehabilitation programs for low income individuals, housing and other public service assistance for at-risk populations including the elderly, disabled, homeless, mentally ill and/or those with substance abuse diagnoses,

capital improvement projects, as well as housing and economic development activities focused in target areas. Written public comments received are included in the attachments to this Plan.

### 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments submitted through the public participation process were considered in the planning process.

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| | | |
| CDBG Administrator | ESCAMBIA COUNTY | Neighborhood Enterprise Division |
| HOME Administrator | ESCAMBIA COUNTY | Neighborhood Enterprise Division |
| ESG Administrator | ESCAMBIA COUNTY | Neighborhood Enterprise Division |

**Table 1 – Responsible Agencies**

### Narrative

Escambia County and the City of Pensacola serve as the responsible agencies for their respective Community Development Block Grant (CDBG) entitlement allocations. Escambia County serves as the lead agency regarding the HOME Consortium, which includes Escambia, the City of Pensacola, and Santa Rosa County. Escambia County is the responsible agency for the Emergency Solutions Grant (ESG).

### Consolidated Plan Public Contact Information

Escambia County (Lead Jurisdiction)
Neighborhood & Human Services Department
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
Phone: 850.595.0022
Fax: 850.595.0342
Email: ned@myescambia.com

City of Pensacola
Office of Housing
420 W. Chase Street
P.O. Box 12910
Pensacola, FL 32521-0031
Phone: 850.858.0350

Santa Rosa County
Community Planning, Zoning and Development Division
6051 Old Bagdad Hwy, Suite 201
Milton, FL 32583
Phone: 850.981.7076

## AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

### 1. Introduction

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The consortium endeavors to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies. Escambia County, the City of Pensacola, and Santa Rosa County have developed long-standing relationships with other governmental units, paid and volunteer based non-profit organizations, quasi-public entities, private interests, public and private employment and training agencies, the educational sector, and community interest groups. Housing needs in the Consortium outstrip the capacity of local government resources, which necessitates a cooperative process to leverage limited funds to maximize the benefits for the entire community.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The EscaRosa Coalition on the Homeless (ECOH), the local Continuum of Care (COC), was consulted during the planning process, with meetings between the Consortium and the Executive Director to discuss current projects, challenges, and funding priorities for the COC. Escambia County held two public "Homeless Summits" on February 23, 2017 and May 31, 2017 to discuss the needs of homeless persons and those at risk of homelessness, which was attended by ECOH, homeless providers, and other interested members of the public. ECOH is moving toward a centralized coordinated assessment, which would strengthen the community's ability to measure the success rate of agencies serving the homeless and those at risk of homelessness.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Meetings noted above as well as the public hearings also covered the Emergency Solutions Grant (ESG) funding, covering the proposed allocation for FY 2017/18. No changes were recommended regarding the current solicitation process for agencies that provide ESG services. ECOH and Escambia County will continue to assess the positive outcomes for Emergency Shelter programs, Homeless Prevention and Rapid Rehousing programs, and HMIS, adjusting solicitations as needed.

## 2. Agencies, groups, organizations and others who participated in the process and consultations

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | PENSACOLA |
| | **Agency/Group/Organization Type** | Housing<br>PHA<br>Services - Housing<br>Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Needs - Veterans<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consulted with City of Pensacola as a member of Escambia Consortium in all aspects of Citizen Participation, Consolidated Plan and Annual Planning process, including program implementation. Also consulted with the City of Pensacola Housing Department in their role as a PHA regarding housing needs. |
| 2 | **Agency/Group/Organization** | SANTA ROSA COUNTY |
| | **Agency/Group/Organization Type** | Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consulted with Santa Rosa County as a member of Escambia Consortium in all aspects of Citizen Participation, Consolidated Plan and Annual Planning process, including program implementation. |

| | | |
|---|---|---|
| 3 | **Agency/Group/Organization** | EscaRosa Coalition on the Homeless, Inc. |
| | **Agency/Group/Organization Type** | Services-homeless |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The EscaRosa Coalition on the Homeless was contacted for input relative to the Annual Action Plan. Staff engaged in follow-up emails and phone calls for homeless specific input for completion of the Plan. Escambia County will continue to work jointly with ECOH for implantation of the ESG program. |
| 4 | **Agency/Group/Organization** | Area Housing Commission |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Non-Homeless Special Needs<br>Market Analysis |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | |
| 5 | **Agency/Group/Organization** | Milton Housing Authority |
| | **Agency/Group/Organization Type** | PHA |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Non-Homeless Special Needs<br>Market Analysis |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | |
| 6 | **Agency/Group/Organization** | COUNCIL ON AGING OF WEST FLORIDA, INC. |
| | **Agency/Group/Organization Type** | Services-Elderly Persons<br>Services-Persons with Disabilities |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Council on Aging Representatives were present at the public meeting and also were consulted one on one. Their services are critical in serving low and moderate income elderly in unincorporated Escambia County and funding support is recommended. |
| 7 | **Agency/Group/Organization** | Escambia-Pensacola Human Relations Commission |
| | **Agency/Group/Organization Type** | Service-Fair Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consultation with the Human Relations Commission occurred in Spring 2016 regarding enforcement of the City of Pensacola and Escambia County Fair Housing ordinances; continued funding recommended. |

| | | |
|---|---|---|
| 8 | **Agency/Group/Organization** | AMR AT PENSACOLA, INC |
| | **Agency/Group/Organization Type** | Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Affordable Housing provider |
| 9 | **Agency/Group/Organization** | CIRCLE, INC |
| | **Agency/Group/Organization Type** | Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Affordable Housing provider |
| 10 | **Agency/Group/Organization** | COMM. EQUITY INVESTMENTS, INC |
| | **Agency/Group/Organization Type** | Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Affordable Housing provider |
| 11 | **Agency/Group/Organization** | community Action Program committee |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Affordable Housing provider |
| 12 | **Agency/Group/Organization** | Pensacola Habitat for Humanity |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Affordable Housing provider |

| | | |
|---|---|---|
| 13 | **Agency/Group/Organization** | Loaves and Fishes Soup Kitchen, Inc. |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-homeless |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Affordable Housing and homeless service provider |
| 14 | **Agency/Group/Organization** | TOWN OF CENTURY |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consulted as adjacent unit of local government |
| 15 | **Agency/Group/Organization** | CITY OF MILTON |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Economic Development |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consulted as adjacent unit of local government |

### Identify any Agency Types not consulted and provide rationale for not consulting

Outreach was made to neighborhood groups in the Escambia County Community Redevelopment Areas via email, as these areas include CDBG target areas. Some groups did not provide a formal response.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | EscaRosa Coalition on the Homeless | The Consolidated Plan strives to match HUD and COC strategic planning efforts as it relates to collaboration on the ESG program design and implementation as well as provision of housing and services for the homeless |
| Atwood Redevelopment Plan | Escambia County Community Redevelopment Agency (CRA) | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |
| Barrancas Redevelopment Plan | Escambia County CRA | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |
| Brownsville Redevelopment Plan | Escambia County CRA | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |
| Cantonment Redevelopment Plan | Escambia County CRA | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Englewood Redevelopment Plan | Escambia County CRA | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |
| Ensley Redevelopment Plan | Escambia County CRA | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |
| Palafox Redevelopment Plan | Escambia County CRA | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |
| Warrington Redevelopment Plan | Escambia County CRA | Priority issues identified and addressed in this local plan as well as the Strategic Plan, including Housing, Capital Improvements, Brownfields and other Redevelopment initiatives, and Public Facilitates & services. |

**Table 3 – Other local / regional / federal planning efforts**

## Narrative

Escambia County closely coordinated with the City of Pensacola, the Town of Century, Santa Rosa County, and the City of Milton in preparation of the Consolidated Plan, both as members of the Escambia Consortium and as adjacent units of local government.

## AP-12 Participation - 91.401, 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation was achieved through various methods. Multiple public hearings were held in the two county area in relation to the development of the 2017/18 Annual Action Plan. Public meetings were held in Escambia County on March 7 and in Santa Rosa County on March 9 where input from community organizations, non-profits, and citizens were solicited for preparation of the Annual Action Plan. Public hearings were held in Santa Rosa County on May 31 and on June 6 in Escambia County where the Annual Action Plan were presented and public comment was solicited.

An initial draft plan was advertised on May 27, allowing for 19 days for comments. The plan was advertised again on June 23 in its final version, allowing for 14 days for public review and comment. This year, HUD provided a waiver of the typical 30 day comment, permitting 14 days, through CPD Notice 16-18. Through the process, citizen comments were incorporated where appropriate. No comments were rejected.

Local participation has been greatly expanded with the use of local government websites with access to all types of planning documents, budgets, compliance reports, and program implementation summaries are readily available for public review.

### Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Newspaper Ad | Non-targeted/broad community | February 23, 2017 public notice ad in Pensacola News Journal noting March public hearings and soliciting input from citizens. | None. | None. | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Newspaper Ad | Non-targeted/broad community | March 4, 2017 publication in Pensacola News Journal noting weekly meetings, which noted March 7 public meeting. | None | None | |
| 3 | Newspaper Ad | Non-targeted/broad community | March 7, 2017 publication in Pensacola News Journal advising of public hearing to be held in Escambia County. | None | None | |
| 4 | Public Hearing | Non-targeted/broad community | On March 7, 2017, seven attendees from local community groups, not for profits, and interested citizens attended the public meeting. The meeting took place at the City Housing office | Minutes attached. | None | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 5 | Public Hearing | Non-targeted/broad community | On March 9, 2017, a public hearing was held for Santa Rosa County. There were no attendees. | None. | None. | |
| 6 | Newspaper Ad | Non-targeted/broad community | May 27, 2017 full page ad in Pensacola News Journal noting proposed CDBG, HOME, and ESG projects for FY 2017-18 for all jurisdictions as well as dates for final public meetings. | None | None | |
| 7 | Newspaper Ad | Non-targeted/broad community | May 27, 2017 publication in Pensacola News Journal noting weekly meetings, which noted June 6 public hearing. | None | None | |
| 8 | Public Hearing | Non-targeted/broad community | May 31, 2017 Public Hearing held in Santa Rosa County. No attendees. | None | None | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 9 | Newspaper Ad | Non-targeted/broad community | June 3, 2017 publication in Pensacola News Journal noting weekly meetings which noted June 6 Public Hearing. | None | None | |
| 11 | Newspaper Ad | Non-targeted/broad community | June 6, 2017 publication in Pensacola News Journal advising of Public Hearing to be held that day in Escambia County. | None | None | |
| 12 | Public Hearing | Non-targeted/broad community | On June 6, 2017, two attendees representing a not for profit service provider and interested citizens attend the public meeting. The meeting took place at the City Housing Office. | Minutes attached. | None | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 13 | Newspaper Ad | Non-targeted/broad community | June 23, 2017 public notice published in Pensacola News Journal noting final allocation numbers for the CDBG, HOME and ESG projects for FY 2017-18 for all jurisdictions. | None. | None. | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

### Introduction

With the declining funds at Federal, state and local levels, local governments must look at opportunities to leverage funding for maximum program impact as well as program income. Over the course of the Plan, the Consortium anticipates over $16 million in funding from federal resources (including City of Pensacola CDBG funds).

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 3 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 1,478,299 | 0 | 0 | 1,478,299 | 0 | CDBG funds will be utilized in accordance with this plan to address housing and community development needs in Escambia County, Florida |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 3 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| HOME | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 880,028 | 0 | 0 | 880,028 | 0 | HOME funds will be utilized in accordance with this plan to address housing needs in the Escambia Consortium, including Escambia County, the City of Pensacola and Santa Rosa County. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 3 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| ESG | public - federal | Conversion and rehab for transitional housing<br>Financial Assistance<br>Overnight shelter<br>Rapid re-housing (rental assistance)<br>Rental Assistance<br>Services<br>Transitional housing | 144,059 | 0 | 0 | 144,059 | 0 | ESG funds will be utilized in accordance with this plan to address homeless needs in Escambia County, Florida. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 3 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| Other | public - state | Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab | 125,000 | 0 | 0 | 125,000 | 0 | State Housing Initiatives Partnership (SHIP) Program funds committed for Escambia County and City of Pensacola HOME Substantial Rehab/Reconstruction projects to serve as portion of required HOME match. Funding may also be available to serve as HOME CHDO development match. Future year funding dependent on State allocations. |

**Table 2 - Expected Resources – Priority Table**

## Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leverage is obtained through private funds or funds provided by partner agencies at the local level. Match requirements for the HOME program are met through the State Housing Initiatives Partnership (SHIP) Program, based on funding availability. If SHIP funding is not provided, the Consortium will have to explore other means of providing the required 25% match. SHIP funding requires 65% to be spent on homeowner activities and 75% on construction activities.

Match for ESG programs are generally provided through private funds by subrecipieint agency, although match for ESG rapid rehousing and homeless prevention funding is matched with County general funds or other State funding resources.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Each jurisdiction has the opportunity to convey publically owned property to not for profits or for profit developers for the development of affordable housing. The majority of properties owned by the County or City are typically only suitable for single family development and may have various encumbrances against the property that impeded redevelopment. Consortium staff will continue to review the suitability of parcels for housing or other community development needs. Escambia County and the City of Pensacola are both reviewing their property rolls and making plans to make parcels available directly for affordable housing development. Escambia County anticipates making 5-10 properties available for infill projects in conjunction with federal and state housing funding this fiscal year.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Housing Rehabilitation (Owner Occupied) | 2015 | 2019 | Affordable Housing | Consortium wide | Affordable Housing Neighborhood Redevelopment | CDBG: $375,000 HOME: $566,641 | Homeowner Housing Rehabilitated: 12 Household Housing Unit |
| **2** | Homebuyer Assistance | 2015 | 2019 | Affordable Housing Homeless | Santa Rosa County | Affordable Housing Neighborhood Redevelopment | HOME: $93,380 | Direct Financial Assistance to Homebuyers: 8 Households Assisted |
| **3** | CHDO Housing Development | 2015 | 2019 | Affordable Housing Homeless Non-Homeless Special Needs | Consortium wide | Affordable Housing Homeless Neighborhood Redevelopment | HOME: $132,005 | Homeowner Housing Added: 4 Household Housing Unit |
| **4** | Rural Elderly Assistance Program | 2015 | 2019 | Non-Homeless Special Needs | Unincorporated Escambia County | Public Services | CDBG: $47,000 | Public service activities other than Low/Moderate Income Housing Benefit: 450 Persons Assisted |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **5** | Title Clearance | 2015 | 2019 | Affordable Housing | Escambia County | Public Services | CDBG: $45,000 | Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted |
| **6** | Foreclosure Prevention Education | 2015 | 2019 | Affordable Housing Non-Housing Community Development | Escambia County | Public Services | CDBG: $15,340 | Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted |
| **7** | Fair Housing Services | 2015 | 2019 | Non-Housing Community Development Admin/Planning | Escambia County | Affordable Housing Public Services | CDBG: $74,206 | Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted |
| **8** | Public Services (General) | 2016 | 2019 | Non-Housing Community Development | Escambia County | Public Services | CDBG: $16,650 | Public service activities for Low/Moderate Income Housing Benefit: 100 Households Assisted |
| **9** | Demolition/Clearance | 2015 | 2019 | Non-Housing Community Development | Unincorporated Escambia County | Neighborhood Redevelopment | CDBG: $68,100 | Buildings Demolished: 7 Buildings |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **10** | Public Facilities | 2015 | 2019 | Non-Housing Community Development | Unincorporated Escambia County | Public Facilities | CDBG: $266,344 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted |
| **11** | Public Improvements & Infrastructure | 2015 | 2019 | Non-Housing Community Development | COMMUNITY REDEVELOPMENT AREA<br><br>Unincorporated Escambia County | Public Improvements and Infrastructure | CDBG: $275,000 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted<br>Buildings Demolished: 10 Buildings |
| **12** | Emergency Shelter Operations & Services | 2015 | 2019 | Homeless | Escambia County | Homeless | ESG: $86,435 | Homeless Person Overnight Shelter: 60 Persons Assisted |
| **13** | Rent/Utility Assistance | 2015 | 2019 | Affordable Housing Homeless | Escambia County | Affordable Housing Homeless | ESG: $32,220 | Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted |
| **14** | Homeless Management Information System (HMIS) | 2016 | 2019 | Homeless | Escambia County | Homeless | ESG: $14,600 | Other: 1 Other |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **15** | Administration/Planning | 2015 | 2019 | Admin/Planning | Consortium Wide | Affordable Housing<br>Public Improvements and Infrastructure<br>Public Services<br>Public Facilities<br>Homeless<br>Neighborhood Redevelopment | CDBG: $295,659<br>HOME: $88,002<br>ESG: $10,804 | Other: 1 Other |

**Table 3 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| **1** | **Goal Name** | Housing Rehabilitation (Owner Occupied) |
| | **Goal Description** | Provides assistance for low/moderate income families on a County Wide basis to rehabilitate single family housing in the Consortium. May also include septic to sewer connections, lead based paint abatement, and temporary relocation assistance.<br><br>Escambia County, The City of Pensacola, and Santa Rosa County each utilize HOME funds for Substantial Rehabilitation/Construction. Escambia County and the City of Pensacola each utilize and administer their own CDBG funding for owner-occupied rehabilitation programs. Escambia/Pensacola jointly administer SHIP funding and Santa Rosa receives its own allocation of SHIP funding for housing repair programs. Planned CDBG activities will be in unincorporated Escambia County; HOME activities will be in Escambia County, Santa Rosa County, and City of Pensacola. |

| | | |
|---|---|---|
| **2** | **Goal Name** | Homebuyer Assistance |
| | **Goal Description** | Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. |
| **3** | **Goal Name** | CHDO Housing Development |
| | **Goal Description** | Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units for homeownership or affordable rental units either through new construction or acquisition and rehab of substandard units. |
| **4** | **Goal Name** | Rural Elderly Assistance Program |
| | **Goal Description** | Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including meals and transportation, for rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida |
| **5** | **Goal Name** | Title Clearance |
| | **Goal Description** | Funds will support legal services to clear title for low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. |
| **6** | **Goal Name** | Foreclosure Prevention Education |
| | **Goal Description** | Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. |
| **7** | **Goal Name** | Fair Housing Services |
| | **Goal Description** | Support ongoing Fair Housing Initiatives in the community |

| | | |
|---|---|---|
| **8** | **Goal Name** | Public Services (General) |
| | **Goal Description** | Eligible public services activities determined by the BCC to meet a high priority. [2017: Pilot Transit Program] |
| **9** | **Goal Name** | Demolition/Clearance |
| | **Goal Description** | Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Escambia County Redevelopment Areas and Century |
| **10** | **Goal Name** | Public Facilities |
| | **Goal Description** | Public Facilities include, but are not limited to, acquisition, construction, and/or rehabilitation of community and neighborhood facilities, parks and recreational facilities, health facilities, as well as ADA accessibility improvements to County owned properties, and may include provision of fire protection equipment. |
| **11** | **Goal Name** | Public Improvements & Infrastructure |
| | **Goal Description** | Public improvements include, but are not limited to, streets, sidewalks, water and sewer lines, fire hydrants, street lighting, and stormwater management |
| **12** | **Goal Name** | Emergency Shelter Operations & Services |
| | **Goal Description** | Emergency Shelter assistance, including operating support of shelter. |
| **13** | **Goal Name** | Rent/Utility Assistance |
| | **Goal Description** | Provision of rental or utility assistance for income eligible clients. May be targeted to homeless households (rapid re-housing or homeless prevention assistance) or used post-disaster if necessary. Funding from ESG will provide housing relocation/stabilization services for short/medium term rental assistance under Rapid Rehousing or Homeless Prevention, based on Continuum of Care priorities. |

| | | |
|---|---|---|
| **14** | **Goal Name** | Homeless Management Information System (HMIS) |
| | **Goal Description** | May pay for the costs of contributing data to the HMIS for the ECOH, including hardware, software and equipment; training; and staffing |
| **15** | **Goal Name** | Administration/Planning |
| | **Goal Description** | Oversight, management, coordination, and management of financial and general administration of programs as well as program indirect costs. Planning activities are also included.<br><br>CDBG administrative costs include Escambia County only. HOME administrative costs include all participating jurisdictions (Escambia, Santa Rosa, and City of Pensacola). ESG administrative costs include Escambia County and the EscaRosa Coalition on the Homeless. |

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The Escambia Consortium's Annual Action Plan outlines proposed strategies for the expenditures of the Consortium's CDBG, HOME, and ESG funds for the Fiscal Year 2017-18.

| # | Project Name |
|---|---|
| 1 | CDBG Housing Rehabilitation |
| 2 | CDBG Program Administration |
| 3 | CRA/Neighborhood Improvement Project Enhancments |
| 4 | Rural Elderly Assistance Program |
| 5 | Title Clearance |
| 6 | Foreclosure Prevention Program |
| 7 | Fair Housing |
| 8 | Transit Pilot Program |
| 9 | Demolition/Clearance |
| 10 | County Facility ADA Accessibility Improvements |
| 12 | Escambia HOME Substantial Hsg Rehab/Reconstruction |
| 13 | Pensacola HOME Substantial Hsg Rehab/Reconstruction |
| 14 | Santa Rosa HOME Substantial Hsg Rehab/Reconstruction |
| 15 | Santa Rosa HOME Homebuyer Assistance |
| 16 | CHDO Housing Development |
| 17 | HOME Program Administration |
| 18 | Emergency Solutions Grants Projects |

**Table 4 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The need for decent, affordable housing for extremely low, very low, and low/moderate income families remains a pressing need within the jurisdiction. The Consortium will continue to pursue opportunities to expand affordable housing for extremely low and very low income residents by sustaining the housing rehabilitation programs and working to create subsidized or below market rate rental opportunities. For low income families, affordable housing continues to be an unmet need. The plan supports the creation of below market rate rental opportunities, first time homebuyer and or housing rehabilitation assistance, and development of special needs housing to meet the needs of underserved populations in the community. The needs of moderate income families will be met by supporting first time homebuyer and housing upgrade assistance, the development of affordable below market rate rental opportunities, and housing tailored to meet the needs of underserved populations to include homeless and special needs families.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | CDBG Housing Rehabilitation |
| | **Target Area** | |
| | **Goals Supported** | Housing Rehabilitation (Owner Occupied) |
| | **Needs Addressed** | Affordable Housing<br>Neighborhood Redevelopment |
| | **Funding** | CDBG: $375,000 |
| | **Description** | Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County) |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Provide assistance for 8-10 low/moderate income households. |
| | **Location Description** | Unincorporated Escambia County |
| | **Planned Activities** | Moderate owner occupied rehabiliation, including lead based paint assessment and abatement, and other related program operating costs, including program administration. Funds may also be used for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements to make housing safe, sound, and sanitary. |
| **2** | **Project Name** | CDBG Program Administration |
| | **Target Area** | N/A |
| | **Goals Supported** | Administration/Planning |

| | | |
|---|---|---|
| | **Needs Addressed** | Affordable Housing<br>Public Services<br>Public Improvements and Infrastructure<br>Public Facilities<br>Homeless<br>Neighborhood Redevelopment<br>Economic Development |
| | **Funding** | CDBG: $295,659 |
| | **Description** | Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |
| | **Location Description** | Countywide |
| | **Planned Activities** | Administration/Planning, including support of $17,500 for the CRA and $10,059 for Fair Housing activities |
| **3** | **Project Name** | CRA/Neighborhood Improvement Project Enhancments |
| | **Target Area** | COMMUNITY REDEVELOPMENT AREA |
| | **Goals Supported** | Public Improvements & Infrastructure<br>Demolition/Clearance |
| | **Needs Addressed** | Public Improvements and Infrastructure<br>Neighborhood Redevelopment |
| | **Funding** | CDBG: $275,000 |

| | | |
|---|---|---|
| | **Description** | Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Low/mod area benefit. |
| | **Location Description** | Unincorporated Escambia County, targeting primarily CRAs. |
| | **Planned Activities** | Erress Boulevard & Diego Circle Blight Reduction project. Any funds remaining will be utilized for eligible improvements in other CRA's or CDBG eligible areas. |
| **4** | **Project Name** | Rural Elderly Assistance Program |
| | **Target Area** | |
| | **Goals Supported** | Rural Elderly Assistance Program |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $47,000 |
| | **Description** | Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. |
| | **Target Date** | 9/30/2018 |

| | | |
|---|---|---|
| | **Estimate the number and type of families that will benefit from the proposed activities** | 450 elderly and/or disabled residents in the commuity |
| | **Location Description** | Unincorporated Escambia County |
| | **Planned Activities** | Support for Council on Aging Rural Elderly Outreach Program (REAP) |
| **5** | **Project Name** | Title Clearance |
| | **Target Area** | |
| | **Goals Supported** | Title Clearance |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $45,000 |
| | **Description** | Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimate of 20-25 Low or moderate income households will receive direct assistance. |
| | **Location Description** | Escambia County and City of Pensacola (priority may be given to those in CRA areas). |
| | **Planned Activities** | Title clearance activities for low and moderate income individuals in Escambia County. |
| **6** | **Project Name** | Foreclosure Prevention Program |
| | **Target Area** | |
| | **Goals Supported** | Foreclosure Prevention Education |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $15,340 |

| | | |
|---|---|---|
| | **Description** | Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century) |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated 20 low/mod households will be assisted. |
| | **Location Description** | County Wide, including Pensacola and Century. |
| | **Planned Activities** | Foreclosure prevention education |
| **7** | **Project Name** | Fair Housing |
| | **Target Area** | |
| | **Goals Supported** | Fair Housing Services |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $74,206 |
| | **Description** | Support ongoing Community Development Block Grant Fair Housing initiatives in the community. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 150 low-moderate income households |
| | **Location Description** | County-wide |
| | **Planned Activities** | Fair Housing education, support, and review of complaints. |
| **8** | **Project Name** | Transit Pilot Program |
| | **Target Area** | |
| | **Goals Supported** | Public Services (General) |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $16,650 |

| | | |
|---|---|---|
| | **Description** | Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 100 low/mod income and/or elderly, disabled households |
| | **Location Description** | Unicorporated Northern Escambia Area |
| | **Planned Activities** | Support reduced fares for elderly, disabled and/or low income riders to expande transportation service in the north end of the County. |
| **9** | **Project Name** | Demolition/Clearance |
| | **Target Area** | COMMUNITY REDEVELOPMENT AREA |
| | **Goals Supported** | Demolition/Clearance |
| | **Needs Addressed** | Neighborhood Redevelopment |
| | **Funding** | CDBG: $68,100 |
| | **Description** | Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 7-8 low/moderate income property owners |
| | **Location Description** | Unincorporated Escambia County |
| | **Planned Activities** | Demolition and/or cleareance of unsafe structures or properties for income eligible property owners. Additional funds may be used to clear properties in CRA areas or in Century. |

| | | |
|---|---|---|
| **10** | **Project Name** | County Facility ADA Accessibility Improvements |
| | **Target Area** | |
| | **Goals Supported** | Public Facilities |
| | **Needs Addressed** | Public Facilities |
| | **Funding** | CDBG: $266,344 |
| | **Description** | Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated 3-6 County facilities improved for accessibility. |
| | **Location Description** | Countywide |
| | **Planned Activities** | ADA improvements to the following County facilities are planned: Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. |
| **11** | **Project Name** | Escambia HOME Substantial Hsg Rehab/Reconstruction |
| | **Target Area** | |
| | **Goals Supported** | Housing Rehabilitation (Owner Occupied) |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOME: $382,812 |
| | **Description** | Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County) |
| | **Target Date** | |

| | | |
|---|---|---|
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated of 3-4 severely substandard homeowner occupied housing units. |
| | **Location Description** | Unincorporated Escambia County |
| | **Planned Activities** | Provides funding for substantial rehabilitation or reconstruction of substandard housing units owned by low income families in unincorporated Escambia County. |
| **12** | **Project Name** | Pensacola HOME Substantial Hsg Rehab/Reconstruction |
| | **Target Area** | |
| | **Goals Supported** | Housing Rehabilitation (Owner Occupied) |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOME: $105,604 |
| | **Description** | Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. |
| | **Target Date** | 9/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated of 1-2 severely substandard homeowner occupied housing units. |
| | **Location Description** | City of Pensacola |
| | **Planned Activities** | Provides funding for the substantial rehabilitation or reconstruction of severely substandard homeowner occupied housing units in the City of Pensacola |
| **13** | **Project Name** | Santa Rosa HOME Substantial Hsg Rehab/Reconstruction |
| | **Target Area** | |
| | **Goals Supported** | Housing Rehabilitation (Owner Occupied) |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOME: $78,225 |

| | | |
|---|---|---|
| | **Description** | Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. |
| | **Target Date** | 9/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated of 1 -2 severely substandard homeowner occupied housing units. |
| | **Location Description** | Santa Rosa County |
| | **Planned Activities** | Provides funding for substantial rehabilitation or reconstruction of substandard homeowner occupied housing units in Santa Rosa County. |
| **14** | **Project Name** | Santa Rosa HOME Homebuyer Assistance |
| | **Target Area** | |
| | **Goals Supported** | Homebuyer Assistance |
| | **Needs Addressed** | Affordable Housing |
| | **Funding** | HOME: $93,380 |
| | **Description** | Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County) |
| | **Target Date** | 9/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated of 7-8 families will be assisted. |
| | **Location Description** | Santa Rosa County |
| | **Planned Activities** | Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable homes. |

| | | |
|---|---|---|
| **15** | **Project Name** | CHDO Housing Development |
| | **Target Area** | |
| | **Goals Supported** | CHDO Housing Development |
| | **Needs Addressed** | Affordable Housing<br>Homeless |
| | **Funding** | HOME: $132,005 |
| | **Description** | Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units. |
| | **Target Date** | 9/30/2022 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated of 5-10 low/mod income households or 2 rental units |
| | **Location Description** | Consortium wide, with priority in Escambia County |
| | **Planned Activities** | Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units for homeownership or affordable rental units either through new construction or acquisition and rehab of substandard units. |
| **16** | **Project Name** | HOME Program Administration |
| | **Target Area** | |
| | **Goals Supported** | Administration/Planning |
| | **Needs Addressed** | Affordable Housing<br>Homeless |
| | **Funding** | HOME: $88,002 |
| | **Description** | Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions. |
| | **Target Date** | 9/30/2019 |

| | | |
|---|---|---|
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |
| | **Location Description** | Consortium wide |
| | **Planned Activities** | Administration/Planning for all Consortium members: Escambia County, Santa Rosa County and the City of Pensacola |
| **17** | **Project Name** | Emergency Solutions Grants Projects |
| | **Target Area** | |
| | **Goals Supported** | Rent/Utility Assistance<br>Emergency Shelter Operations & Services<br>Homeless Management Information System (HMIS)<br>Administration/Planning |
| | **Needs Addressed** | Homeless |
| | **Funding** | ESG: $144,059 |
| | **Description** | Provides funding to partially support operational costs of emergency shelter/operations. Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median. Provides funding related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107. Administrative Cost to EscaRosa Coalition on the Homeless and Escambia County Indirect Cost. |
| | **Target Date** | 10/31/2019 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated of 60 extremely low income households |
| | **Location Description** | Escambia County |
| | **Planned Activities** | Emergency Shelter/Operations: $86,435; Rapid Rehousing & Homeless Prevention: $32,220; HMIS: $14,600; ESG Administration: $10,804 ($3601 to ECOH and $7203 to Escambia County) |

## AP-50 Geographic Distribution - 91.420, 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The majority of assistance available under this plan will be targeted toward low income households across the Consortium regardless of geography. However, targeted use of CDBG funding will occur in the Escambia County community redevelopment areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox, and Warrington) for revitalization, infrastructure, and community development needs. Boundaries and area demographics of the Community Redevelopment areas are available in each respective area's Redevelopment Plan and are available online and by request. Some HOME CHDO funding may give priority or preference for projects undertaken in these targeted areas as well. ESG funding will be used County wide.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| COMMUNITY REDEVELOPMENT AREA | 18 |

**Table 5 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

Most of the Escambia County Community Redevelopment Areas meet the HUD definition of a CDBG low/moderate income eligible area as well as areas determined to be affected by slum and blight. These individual area redevelopment plans identify housing and capital improvement needs in the areas.

### Discussion

Actual percentage of funds devoted to Community Redevelopment areas may vary annually depending on allocations from HUD as well as program needs and performance outcomes as well as leveraging available from County Tax Increment Financing (TIF) funds and other resources.

# Affordable Housing

## AP-55 Affordable Housing - 91.420, 91.220(g)

### Introduction

The one year goals for affordable housing through the Escambia County CDBG and ESG programs and Escambia Consortium HOME program are as follows:

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 60 |
| Non-Homeless | 21 |
| Special-Needs | 0 |
| Total | 81 |

**Table 6 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 15 |
| The Production of New Units | 4 |
| Rehab of Existing Units | 12 |
| Acquisition of Existing Units | 7 |
| Total | 38 |

**Table 7 - One Year Goals for Affordable Housing by Support Type**

### Discussion

CHDO Housing Development may be acquisition/rehab of existing units or new construction. Actual outcomes will depend on the successful CHDO proposal received by the Consortium. These goals only reflect housing produced through provision of funding through HUD. The Consortium anticipates direct receipt of SHIP funding and provision of additional units through that program.

## AP-60 Public Housing - 91.420, 91.220(h)

### Introduction

### Actions planned during the next year to address the needs to public housing

None at this time.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

Local Public Housing agencies encourage their residents to be involved in the management and operations of housing. Housing and credit counseling is available for free in the community and referrals are made to clients to homeowner programs offered by Habitat for Humanity and CEII. Escambia County has added funding to CEII from State Housing Initiatives Partnership (SHIP) funds to provide additional homebuyer education classes as well as one on one financial coaching to help County residents, including public housing residents to participate in homeownership.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the local housing agencies within the Consortium are designated as troubled by HUD.

## AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

***Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:***

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Though no direct funding from the Consortium will be used for homeless outreach, Consortium members participate in the Continuum of Care's Annual Point in Time count which assesses the numbers of homeless and the Continuum of Care includes regular outreach as part of its program delivery. Emergency Solutions Grant Administrative funding is set aside to partially support the Homeless Management Information System (HMIS) and ECOH general administative support.

### Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Solutions grant funding will be utilized to support the Loaves and Fishes emergency shelter.

### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Emergency Solutions Grant funding will be utilized to support rent and utility assistance for rapid re-housing and homeless prevention. ECOH also has rent and utility funding through the State of Florida. ECOH is working on renting housing to aid in housing transitions on behalf of clients. Escambia County has recently awarded general fund dollars to support the Low Income Direct Emergency Assistance Program to ECOH.

### Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Consortium supported housing rehabilitation, foreclosure prevention and legal services can aid households from homelessness by keeping households in their own homes. Consortium members support coordinated assessment to help connect and refer homeless households with their needs.

## AP-75 Barriers to affordable housing -91.420, 91.220(j)

### Introduction

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There are no planned actions at this time to remove any public policy barriers. Escambia County and the City of Pensacola jointly staff an Affordable Housing Advisory Committee which reviewed public policy barriers in 2015 and made recommendations to the respective local jurisdictions by December 2015. No major actions were suggested last year; however, the committee encouraged the County and City to review its surplus real properties for use in developing affordable housing. This review takes place every three years at a minimum.

## AP-85 Other Actions - 91.420, 91.220(k)

### Introduction

The Escambia Consortium plans to undertake projects and associated activities as noted in the Plan, which will correct substandard housing conditions, deliver needed public services, provide public facilities and infrastructure, and support neighborhood revitalization and economic development.

### Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting underserved needs is the lack of sufficient private and public funding. The Consortium will continue to assess the efficacy of program deliverables as well as partner with other jurisdictions and agencies to address the jurisdiction's needs and leverage resources. The Consortium will also include prioritization of neighborhood revitalization in CRAs and other CDBG eligible areas.

### Actions planned to foster and maintain affordable housing

Escambia Consortium plans to undertake the projects and associated activities as noted in the Consolidated Plan and Annual Action Plan to address affordable housing. The level of housing need and associated housing problems is inverse to family income. Affordable housing goals will continue to be of primary importance to sustain homeownership, preserve existing inventory, and ensure families are living in suitable conditions. Housing Rehabilitation, Homebuyer Assistance, and CHDO Housing Development will be provided and prioritized as outlined in the Plan.

### Actions planned to reduce lead-based paint hazards

Lead based paint testing and remediation will continue to be undertaken in CDBG and HOME rehabilitations and acquisitions for homes built prior to 1978.

### Actions planned to reduce the number of poverty-level families

Anti-poverty programs are implemented throughout the Consortium and will be addressed under housing, homeless, and neighborhood redevelopment strategies. Emergency Solutions Grant assistance is one way the Consortium plans to reduce poverty level families in the area. Public service activities, such as homeowner education and title clearance program, also help families maintain stable housing.

### Actions planned to develop institutional structure

The Consortium has a strong Continuum of Care, with good representation by a variety of homeless service providers and agencies. These varying organizations reflect a strong community commitment to meeting the unmet needs of low/moderate income families and the underserved population in the area. The limited financial resources available do not meet the multitude of housing and community

development needs identified in this plan, particularly related to support services. The Consortium will continue to work with EscaRosa Coalition on the Homeless to identify ways to leverage private and public sector funding to expand the capacity of available resources and service delivery models.

## Actions planned to enhance coordination between public and private housing and social service agencies

As stated earlier, the Consortium will continue to engage in community discussions to develop outcomes based goals to promote long term solutions. Local agencies tasked with providing social services continue to be underfunded and struggle to meet the growing demand for assistance. Consortium staff will arrange training and technical assistance to local not for profits and other interested agencies to assist with program implementation and coordination. The Consortium will continue to work with for profit and not for profit housing developers, social service agencies, and EscaRosa Coalition on the Homeless to identify ways to leverage private and public sector funding to expand the capacity of available resources and service delivery models.

# Program Specific Requirements

## AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

### Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 70.00% |

## HOME Investment Partnership Program (HOME)
## Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   No form of investment other than those denoted in §92.205(b) are proposed.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Homebuyer assistance will be provided in the form of a Deferred Payment Loan at 0% interest secured by mortgage and note. The affordability period (and mortgage term) shall be forgiven at the end of the affordability period assuming compliance with all HOME requirements. HOME funds may be used to assist homebuyers with down payment and closing costs and/or principal mortgage reduction assistance. The sale, rental or transfer of ownership during the mortgage term shall be a default whereupon the HOME investment shall be **recaptured**/repaid (repayment in full, subject to available net proceeds, shall be required for defaults within the affordability period). The amount of the HOME **recapture** shall be limited to the net proceeds available from the sale of the assisted home.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   To ensure that HOME investments yield affordable housing over the long term, HOME imposes rent and occupancy requirements over the length of an affordability period. For homebuyer and rental projects, the length of the affordability period depends on the amount of the HOME investment in the property and the nature of the activity funded. The following table provides the affordability periods.

| **HOME Investment per Unit** | **Length of the Affordability Period** |
|---|---|
| Less than $15,000 | 5 years |
| $15,000 - $40,000 | 10 years |
| More than $40,000 | 15 years |
| New construction of *rental* housing | 20 years |
| Refinancing of *rental* housing | 15 years |

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   Not applicable to the Consortium.

## Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

Due to the limited amount of funding, the annual Emergency Solutions Grant (ESG) allocations will be used for priorities established jointly by the EscaRosa Coalition on the Homeless (ECOH) and Escambia County. In addition to supporting HMIS expansion and enhancement, Emergency Solutions Grant allocations will be expended in support of Rapid Re-housing for individuals/ families with incomes below **30%** of median; and/or homelessness prevention for individuals/families with incomes below **30%** of median. Standard provisions attached below will guide the County and ECOH in the prioritization, allocation, implementation and oversight of the program with respect to Rapid Re-housing and Homeless Prevention activities. Remaining written standards are available as an attachment.

(a) Basic Eligibility Requirements: Qualification for Rapid Re-Housing or Homelessness Prevention assistance under the Program shall minimally include:

1. Program participants must meet the definition of "homeless" stipulated at 24 CFR Part 576.2 subparagraphs (1), (2), (3) or (4) and/or the definition of "at risk of homelessness" as stipulated in 24 CFR Part 576.2 subparagraph (1).
2. The total income for the household is less than **30%** of the area median income adjusted for family size (as adjusted annually by HUD). Qualifying incomes for ESG assisted households will be calculated in the manner prescribed in the Section 8 Housing Assistance Program.
3. Each household (applicant) shall participate in case management and assessment as provided and required by the Single Service Delivery Agency.
4. The household (applicant) and/or the Service Delivery Agency(s) shall document that the applicant will not be able to retain housing "but for" the assistance provided from ESG resources.
5. The rent for any subsidized housing unit shall not exceed the applicable Pensacola MSA fair market rent based on bedroom size as published by HUD and the rent shall be reasonable.

*See Text Below for additional standards.*

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The HMIS system that is administered by ECOH will be utilized as the central collection point for ESG data collection, assessment and reporting. There is no centralized coordinated assessment system in place at the present time within the ECOH CoC area, although an increased desire to implement has been expressed.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   For future allocations involving support for Rapid Re-housing or Homeless Prevention activities, ECOH and Escambia County will jointly secure proposal(s) for a Single Service Delivery Agency within Escambia County with priority given for prior agency experience with management of the ESG Program. Once the Agency is selected, a formal contract will be entered between the County, ECOH and/or the selected Agency providing for the mutual responsibilities of each party, as well as ESG Program requirements, client eligibility requirements, funding allocations and limitations, payment procedures, reporting requirements, including HMIS, and related matters.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The requirement for participation of a homeless or formerly homeless individual will be met through coordination with the ECOH Board of Directors. The Board of Directors currently includes a formerly homeless individual as a member and their unique perspective has and will continue to aid with the CoC process, as well as with changes to the ESG Program.

*5.* Describe performance standards for evaluating ESG.

   The criteria for performance will be mutually determined by the EscaRosa Coalition on the Homeless, Inc. (ECOH), the local CoC agency, and Escambia County, in compliance with guidance provided by HUD. For future allocations involving support for Rapid Re-housing or Homeless Prevention activities, the selected single service delivery agency will be monitored at least annually through joint efforts of ECOH and Escambia County to ensure continuing compliance with ESG requirements and procedures. Before issuing payments, all ESG requests for advances or reimbursements will require prior programmatic review via ECOH followed by financial review by Escambia County and Finance Divisions in conformity with provisions of the ESG contract for services to be entered between ECOH, Escambia County and the selected single service delivery agency. The contract will stipulate responsibilities of all parties and requirements for processing payments for ESG assistance. All reimbursements or advance reconciliations shall require complete expenditure documentation with respect to client eligibility, payment (assistance) eligibility, and compliance with the homelessness definition/certification, as well as copies of cancelled checks, invoices, and necessary bank verifications.

   Specific performance standards will be developed in concert with ECOH and HMIS to ensure proper tracking of client assistance, progress, and outcomes from inception of the ESG funded contract through final completion of the activities provided by the agency.

*Written Standards (cont'd)*

(b) Income Eligibility Determination: Income eligibility shall be determined based upon gross household income from all sources and is to be project for the ensuing 12 months based upon known or anticipated income for members of the household. Income inclusions and exclusions shall be based upon provisions of 24 CFR Part 5.609(b) & (c).

(c) Maximum Household Assistance: The maximum assistance that can be provided to a single household will be established for each annual ESG funding cycle, however the amount shall be based on the documented needs of the household and will typically be significantly less that this stated maximum. The ECOH administered HMIS system shall be utilized as a control to aid in avoiding duplication of benefits for households.

(d) Determinations to aid in Eligibility Decisions:

1. Homeless Certification/Affidavit: All homeless persons/families shall execute a Homeless Certification in the form prescribed by the County and ECOH and said form shall be duly witnessed by a representative of the Single Service Delivery Agency.
2. Persons Living on the Street: Written verification that an ESG applicant is "living on the street" must be provided to the Service Delivery Agency(s) by the referring agency, social worker, outreach worker, or other responsible person/entity.
3. Persons from Emergency Shelters/Transitional Housing: Written verification that an ESG applicant has been living in "emergency shelter or transitional housing" must be provided to the Service Delivery Agency(s) by the referring emergency shelter or transitional housing agency staff.
4. Persons subject to eviction: Written verification of formal eviction proceedings must be secured by the Service Delivery Agency(s).

# ESCAMBIA CONSORTIUM

# CITIZEN PARTICIPATION COMMENTS

Meeting Advertisements
Meeting Minutes
Citizen Comments

PENSACOLA News Journal pnj.com

**Classified Ad Receipt**
**(For Info Only - NOT A BILL)**

**Customer:** ESC CO COMMISSIONERS/LEGALS

**Address:** 221 PALAFOX PL
PENSACOLA FL 32502
USA

**Ad No.:** 0001948985
**Pymt Method** Invoice
**Net Amt:** $251.78

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 02/23/17

**Text of Ad:**

PUBLIC NOTICE

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa County, Florida, announces initiation of the public participation process that will facilitate the preparation of the 2017/18 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. This process serves as a collaborative tool for the community by identifying or updating existing conditions in the Consortium's member jurisdictions with respect to housing and community development needs, goals and objectives.

The Consortium's 2017/18 Annual Plan for Housing and Community Development will identify the community's housing and community development priorities, and target strategies to address priorities established in the 2015-19 Escambia Consortium Consolidated Plan which will be implemented during the next Federal Fiscal Year. The 2017/18 Annual Plan, when complete, will denote the Escambia Consortium's action plan for the utilization of resources provided through the FY 2017 Community Development Block Grant, FY 2017 HOME Investment Partnerships Act, FY 2017 Emergency Solutions Grant, and other HUD programs designed to address housing and community development needs.

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing related needs/priorities, supportive housing needs, and non housing community development needs within the Consortium. **The TWO public hearings concerning the development of the Annual Plan will be held at 5:30 P.M. on Tuesday, March 7, 2017, in Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. on Thursday, March 9, 2017 in the Santa Rosa County Public Services Building, Media Room, 6051 Old Bagdad Highway, Milton, Florida.**

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858 0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through **March 31, 2017**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-0022 (Escambia County), Marcie Whitaker at 858 0350 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill, Chair
Escambia County
Board of County
Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Rob Williamson, Chair
Santa Rosa County
Board of County
Commissioners

Legal No. 1948985 1T February 23, 2017

## Transportation

### Cars

| | |
|---|---|
| Ext Cab 143.5" WB 4WD 05 Ford Truck F-150 | $7,995 |
| SuperCab 145" XL 4WD 06 Nissan Truck Pathfinder | $7,995 |
| SE 2WD 09 Mitsubishi Outlander | $7,995 |
| 2WD 4DR SE 03 Chevrolet Suburban | $7,995 |
| Truck, 4DR 2WD 1500 09 Toyota Prius | $7,995 |
| 4DR HB 10 Chevrolet Silverado 1500 | $7,995 |
| Reg Cab 2WD 133 WB 03 Toyota Truck Tundra | $8,995 |
| AccessCab V6 AU 06 Chevrolet Truck Tahoe | $8,995 |
| 4DR 2WD 06 BMW 3-Series | $8,995 |
| 4DR SDN 06 BMW 525I | $8,995 |
| 525I 4DR SDN RW 06 Nissan Truck Xterra | $8,995 |
| 4DR SE V6 Auto 2WD 04 Chevrolet Truck Colorado | $8,995 |
| Crew Cab 2WD 07 GMC Envoy | $8,995 |
| 4DR 2WD 07 Hyundai Veracruz | $8,995 |
| FWD 4DR GLS 12 Chrysler 200 | $8,995 |
| 4DR SDN LX 07 Pontiac G6 | $8,995 |
| 2DR Conv GT 08 Dodge Grand Caravan | $8,995 |
| Van SXT 14 Chevrolet Sonic | $8,995 |
| 5DR HB LS 04 Dodge Truck RAM 1500 | $9,995 |
| Quad 140.5 WB 4X 04 Mercedes-Benz E-Class | $9,995 |
| 4DR SDN 06 Dodge Truck RAM 1500 | $9,995 |
| Quad 140.5 WB 4x2 SLT 08 Honda Pilot | $9,995 |
| 5DR 2WD SE AT 16 Chevrolet Sonic | $10,895 |
| 4DR SDN LS 08 Chevy Truck Suburban | $10,995 |
| 4DR 2WD 1500 13 Dodge Avenger | $10,995 |
| 4DR SDN SE 05 Chevy Silverado 1500 | $10,995 |
| Crew Cab143.5" WB L | $10,995 |

### Cars

| | |
|---|---|
| 15 Chrysler 200 4dr LTD AT, A/C, Leather, Loaded | $14,995 |
| 13 Ford Fusion 4dr Titanium Hybrid, AT, A/C, Leather, Loaded | $14,995 |
| 15 VW Golf 4dr Hatchback AT, A/C, Loaded, Great MPG | $14,995 |
| 07 Jeep Wrangler Unlimited 4dr, V6, A/C, Alloys, HardTop | $14,995 |
| 08 Lexus GS 350 4dr AT, Leather, Roof, 54k miles | $15,995 |
| 12 Dodge Charger SXT 4 dr AT, A/C, Alloys, Leather, Loaded | $16,995 |
| 14 Toyota Rav4 XLE 4dr AT, A/C, Alloys, Loaded | $16,995 |
| 14 Chevy Equinox 4dr, SUV LT, A1, Alloys, Leather, Loaded | $17,995 |
| 11 Honda Ridgeline 4dr Truck, AT, A/C, Alloys, Loaded | $17,995 |
| 14 Toyota FR-S CPE AT, A/C, Alloys, Loaded, 29k miles | $17,995 |
| 07 GMC Denali 4dr SUV AT, DVD, Roof, Leather, Nav, Loaded | $18,995 |
| 13 VW GTI 4dr VW Certified, AT, A/C, Alloys, Loaded | $18,995 |
| 13 Honda CRV EX-L 4dr AT, Leather, Roof, Nav, Loaded | $19,995 |
| 14 Volvo S 60 T5 Plat. 4dr AT, A/C, Leather, Alloys, Loaded | $19,995 |
| 16 Ford Focus Hatch ST 6 Spd, Alloys, 13k miles, Loaded | $22,995 |
| 11 Toyota Tundra Crew 4x4, AT, A/C, Alloys, Loaded | $23,995 |
| 16 VW CC Sport 4dr AT, Alloys, Leather, Certified | $23,995 |
| 13 Infinity G37 CPE AT, Leather, Nav, Roof, 31k miles | $23,995 |
| 16 VW CC Sport 4dr AT, Alloys, VW Certified, Low Miles | $23,995 |
| 12 Jeep Wrangler 4x4 AT, A/C, Alloys, 22k miles | $23,995 |
| 13 Cadillac CTS Cpe AT, A/C, Nav, Roof, Loaded | $25,995 |
| 12 GMC Sierra Crew Cab SLT AT, Leather, Chrome Wheels, 42k mi | $27,995 |
| 12 Toyota Tundra Crew LTD 4X4, AT, V8, Leather, Roof, Nav | $29,995 |

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### Cars | SUV

ed accessibility.
Legal No. 1949033 1T February 23, 2017

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Board of County
Commissioners

Legal No. 1948985 1T February 23, 2017

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

# PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Scarlett Toyama** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

**Board of County Commissioners-Escambia County, FL**
**Meeting Schedule**
**March 6-March 10, 2017**

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

**March 4, 2017**

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

Sworn to and subscribed before me this **6th** day of **March, 2017**, by **Scarlett Toyama**, who is personally known to me.

S Toyama
Affiant

Notary Public

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

**Board of County Commissioners - Escambia County, Florida**
**Meeting Schedule**
**March 6 - March 10, 2017**

*One or more of the Escambia County Commissioners may attend the following meetings:*

| DAY | DATE | TIME | MEETING | LOCATION |
|---|---|---|---|---|
| Tue | 3/07 | 8:30am | Planning Board/Rezoning | 3363 West Park Place |
| Tue | 3/07 | 1:30pm | Environmental Enforcement Special Magistrate | 3363 West Park Place |
| Tue | 3/07 | 5:30pm | HUD Annual Plan Hearing | 420 West Chase Street |
| Tue | 3/07 | 5:30pm | Board of County Commissioners/School Board Joint Meeting | BCC Meeting Room* |
| Wed | 3/08 | 12:00pm | Public Safety Coordinating Council | 190 Government Street**** |
| Wed | 3/08 | 1:00pm | Development Review Committee | 3363 West Park Place** |
| Wed | 3/08 | 2:00pm | Mass Transit Advisory Committee | 3363 West Park Place |
| Wed | 3/08 | 5:00pm | Santa Rosa Island Authority Board Meeting | 1 Via de Luna, Pensacola Beach |
| Thu | 3/09 | 8:30am | Attorney-Client Session | BCC Meeting Room* |
| Thu | 3/09 | 9:00am | Board of County Commissioners Committee of the Whole | BCC Meeting Room* |

*Ernie Lee Magaha Government Building, 221 Palafox Place
**To View DRC Agenda go to: http://www.myescambia.com/government
***Emerald Coast Utilities Authority Board Room
****Court Administrator's Conference Room, 5th Floor

**NEXT WEEK'S NOTE:**

| | | | | |
|---|---|---|---|---|
| Mon | 3/13 | 4:30pm | Escambia County Annual Seafood Safety Symposium | 3363 West Park Place, Room 104 |
| Mon | 3/13 | 5:30pm | Marine Advisory Committee Meeting | 3363 West Park Place, Room 104 |
| Mon | 3/13 | 5:30pm | ECUA/Board of County Commissioners Joint Meeting | 9255 Sturdevant Street*** |
| Tue | 3/14 | 4:30pm | Escambia County Housing Finance Authority Audit Cmte Mtg | 700 South Palafox Street, Suite 310 |
| Tue | 3/14 | 5:00pm | Escambia County Housing Finance Authority Meeting | 700 South Palafox Street, Suite 310 |
| Thu | 3/16 | 9:00am | Community Redevelopment Agency | BCC Meeting Room* |
| Thu | 3/16 | 9:05am | Board of County Commissioners Agenda Review Session | BCC Meeting Room* |
| Thu | 3/16 | 4:30pm | Board of County Commissioners Public Forum | BCC Meeting Room* |
| Thu | 3/16 | 5:30pm | Board of County Commissioners Public Hearings & Reports | BCC Meeting Room* |

Note: A copy of the agenda for the meetings initiated by the Board of County Commissioners containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Suite 420, Escambia County Government Complex, 221 Palafox Place. Any Persons needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact Angela Crawley, 595-4947, at least 72 hours in advance of the meeting. Those who are hearing or speech impaired may Contact Mrs. Crawley via e-mail at Adcrawle@myescambia.com Any person who decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record that should include the testimony or evidence on which the appeal is to be based. All Board of County Commissioners meetings are broadcast live and rebroadcast on ECTV, Digital Channel 98 on Cox Cable, Brighthouse and Mediacom and the Regular Board of County Commissioners Meetings beginning at 5:30 p.m. are broadcast live on WUWF Channel 4. The meetings can also be seen live via the web at http://www.myescambia.com.

**What's on ECTV at www.myescambia.com**

**Minutes of Public Meeting**
**City of Pensacola and Escambia County**
**Escambia Consortium FY2017-2018 Annual Plan**
**Minutes of Public Hearing**

March 7, 2017

A public hearing was held March 7, 2017 at 5:30 p.m., at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida.

*Staff members present: Marcie Whitaker, City of Pensacola Housing Office (PHO); Ursula Jackson, PHO; Meredith Reeves, Division Manager, Neighborhood Enterprise Division, Neighborhood and Human Services Department*

*Citizens present:* James Gulley, Westside Community Redevelopment Agency (WSCRA); Dianne P. Robinson, Westside Community Redevelopment Agency (WSCRA); Robert Strickland, Circle Inc; Patrick Kozma, West Florida Homebuilders Association; Allie Norton, WEAR TV 3; John Clark, Council on Aging of NWFL.

1. **WELCOME AND INTRODUCTION:** Marcie Whitaker introduced herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public meeting was to provide information and receive public input regarding the needs of the community for development of the Escambia Consortium FY2017-2018 Annual Action Plan.

2. **OVERVIEW OF ANNUAL PLAN:** Marcie Whitaker explained that the Escambia Consortium is comprised of Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton, Florida. She explained that the Five Year Plan summarizes long range, local affordable housing and community development needs. The Five Year plan encompasses years 2015-2019. The Annual Action Plan contains detailed projections concerning programmatic activities for the next fiscal year. She provided an overview of the grant requirements and indicated that due to the decreased funding the consortium is not soliciting for new projects.

3. **OVERVIEW OF CDBG, HOME, AND ESG PROGRAMS:** Meredith Reeves informed attendees at this time financial resources for the next fiscal year had not been determined. In addition, Meredith Reeves informed attendees of a reduction in funding for the Consortium and referred them to a handout listing Grant Funding amounts dating back to 1988. She provided an overview of the ESG and HOME programs. She presented an overview of the eligible activities and current programmatic activities.

4. **REVIEW OF PUBLIC PARTICIPATION SHEDULE AND PLAN(S) PROCESS:** Marcie Whitaker reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process (handout provided).

5. **PUBLIC COMMENTS AND QUESTIONS:** Dianne Robinson asked how funds will be allocated. Marcie Whitaker explained one activity the City of Pensacola was considering to allocate Code Enforcement funds for is demolition assistance to owners that are income eligible. Meredith Reeves explained that Escambia County currently allocate funds toward demolition assistance. Attendees express support of demolition programs. James Gulley asked about the allocation of ESG funds. Meredith Reeves explained that 60 percent of the ESG funds are allocated to homeless outreach and shelters. In addition, Meredith Reeves explained that the agencies that receive the allocation are required to match the funds 100 percent. Dianne Robinson asked about home purchasing programs. Marcie Whitaker and Meredith Reeves explained the HOME and SHIP homebuyer programs.

With no further questions or comments, the meeting adjourned at 6:20 p.m.

PENSACOLA News Journal pnj.com

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**Ad No.:** 0002167852
**Pymt Method** Invoice
**Net Amt:** $1,629.86

**Run Times:** 1
**No. of Affidavits:** 1

**Run Dates:** 05/27/17

**Text of Ad:**

**PUBLIC NOTICE**
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50- 80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. All the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements or as noted below to match actual allocation amounts.

**ESCAMBIA COUNTY**
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**
**Housing Rehabilitation Program (General)** **$426,439***
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be

used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**
**General Grant Administration/Management** **$284,034**
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency** **$17,500**
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**
**Council on Aging of West Florida, Inc.** **$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance** **$45,000**
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling** **$15,500**
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing** **$84,265**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community. ($18,500 to be funded from administrative funds and $65,765 from Public Services)

**Transit Program** **$20,000**
Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**
**Demolition/Clearance of Unsafe Structures or Properties** **$75,000**
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**
**County Facility Handicapped Accessibility Improvement Project** **$295,932**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** **$305,000**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** **$1,615,670**
=======

**CITY OF PENSACOLA**
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**
**Housing Rehabilitation Loan/Grant Programs** **$424,792***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their

homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds $150,000)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000).

Code Enforcement $5,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

Demolition and Clearance of Unsafe Structures $10,000

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds $30,000)

PUBLIC SERVICES:
Council on Aging of West Florida, Inc. (COA) $70,000

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades.

Homebuyer and Foreclosure Prevention Education and Counseling $31,490

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

PROGRAM PLANNING AND ADMINISTRATION:
General Grant Administration/Management $135,320

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

| | |
|---|---|
| Projected FY 2017-2018 CDBG Grant Allocation | $ 676,602 |
| Pre FY 2015 Funds | $ 180,000 |
| TOTAL ESTIMATED FY 2017-2018 CDBG PROPOSED BUDGET | $ 856,602 |

ESCAMBIA CONSORTIUM
2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES
FOR MEMBER JURISDICTIONS

FUNDING

ESCAMBIA COUNTY:
SUBSTANTIAL HOUSING REHABILITATION/
RECONSTRUCTION $391,500

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION $108,000

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:
SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION $80,000

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE $95,500

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):
HOUSING DEVELOPMENT (CHDO SET-ASIDE) $135,000

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$90,000**
Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium $900,000
(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED** **$900,000**

**ESCAMBIA COUNTY**
**2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)**
**PROPOSED BUDGET AND ACTIVITIES**

**EMERGENCY SHELTER/OPERATIONS** **$88,801**
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION** **$33,101**
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSYTEM (HMIS)** **$15,000**
Costs related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION** **$11,100**
Administrative Cost (7.5%): $3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $7437 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED** **$148,002**

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2017/2018 Annual Plan. **The hearings will be held at 9:00 A.M. (CST) on May 31, 2017, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida and at 5:30 P.M. (CST) on June 6, 2017, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through **June 15, 2017**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill
Chairman, Escambia County
Board of County
Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Rob Williamson
Chairman, Santa
Rosa County
Board of County
Commissioners

Legal No.2167852 1T May 27, 2017

**PUBLIC NOTICE**
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 -September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50- 80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M.- 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. All the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements or as noted below to match actual allocation amounts.

**ESCAMBIA COUNTY**
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**
**Housing Rehabilitation Program (General) $426,439***
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**
**General Grant Administration/Management $284,034**
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency $17,500**
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000).

**Code Enforcement $5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures $10,000**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds $30,000)

**PUBLIC SERVICES:**
**Council on Aging of West Florida, Inc. (COA) $70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling $31,490**
Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**
**General Grant Administration/Management $135,320**
Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

| | |
|---|---|
| **Projected FY 2017-2018 CDBG Grant Allocation** | **$ 676,602** |
| **Pre FY 2015 Funds** | **$ 180,000** |
| **TOTAL ESTIMATED FY 2017-2018 CDBG PROPOSED BUDGET** | **$ 856,602** |

**ESCAMBIA CONSORTIUM**
**2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)**
**PROPOSED BUDGET AND ACTIVITIES**
**FOR MEMBER JURISDICTIONS**

**FUNDING**

**ESCAMBIA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION $391,500**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION $108,000**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION $80,000**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

**Council on Aging of West Florida, Inc.** **$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance** **$45,000**
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling** **$15,500**
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing** **$84,265**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community. ($18,500 to be funded from administrative funds and $65,765 from Public Services)

**Transit Program** **$20,000**
Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**
**Demolition/Clearance of Unsafe Structures or Properties**
**$75,000**
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**
**County Facility Handicapped Accessibility Improvement Project** **$295,932**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** **$305,000**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** **$1,615,670**
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**CITY OF PENSACOLA**
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**
**Housing Rehabilitation Loan/Grant Programs** **$424,792***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds $150,000)

**HOMEBUYER ASSISTANCE** **$95,500**
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**
**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$135,000**
Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

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2017 HOME Funds Available to the Consortium $900,000
(HUD Required Local match provided through SHIP funds and carry forward match balance)

TOTAL 2017 HOME FUNDS PROJECTED $900,000
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**ESCAMBIA COUNTY**
**2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)**
**PROPOSED BUDGET AND ACTIVITIES**

**EMERGENCY SHELTER/OPERATIONS** **$88,801**
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Administrative Cost (7.5%): $3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $7437 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED** **$148,002**
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D.B. Underhill
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Ashton J. Hayward, III
Mayor
City of Pensacola

Rob Williamson
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Legal No.2167852 1T May 27, 2017

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**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. All the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements or as noted below to match actual allocation amounts.

# ESCAMBIA COUNTY

**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Program (General)** **$426,439***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance,

energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

**General Grant Administration/Management** **$284,034**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency** **$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc.** **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance** **$45,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling** **$15,500**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing** **$84,265**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community. ($18,500 to be funded from administrative funds and $65,765 from Public Services)

**Transit Program** **$20,000**

Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties** **$75,000**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project** **$295,932**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** **$305,000**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** **$1,615,670**

**=======**

# CITY OF PENSACOLA

## 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES

**HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs** **$424,792***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds $150,000)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000).

**Code Enforcement** **$5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures** **$10,000**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods. (Pre FY2015 Funds $30,000)

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA)** **$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would

most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling** **$31,490**
Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**
**General Grant Administration/Management** **$135,320**
Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

| | |
|---|---|
| **Projected FY 2017-2018 CDBG Grant Allocation** | **$ 676,602** |
| **Pre FY 2015 Funds** | **$ 180,000** |
| **TOTAL ESTIMATED FY 2017-2018 CDBG PROPOSED BUDGET** | **$ 856,602** |

# ESCAMBIA CONSORTIUM

## 2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

**FUNDING**

**ESCAMBIA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$391,500**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$108,000**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$80,000**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **$95,500**
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE)**:
**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$135,000**
Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$90,000**
Provides for oversight, management, monitoring and coordination of financial and general administration of the

HOME Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium $ 900,000
(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED** **$ 900,000**
**=======**

# ESCAMBIA COUNTY
## 2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)
## PROPOSED BUDGET AND ACTIVITIES

**EMERGENCY SHELTER/OPERATIONS** **$ 88,801**
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION** **$ 33,101**
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSYTEM (HMIS)** **$ 15,000**
Costs related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION** **$ 11,100**
Administrative Cost (7.5%): $3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $7437 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED** **$148,002**
**======**

**TWO PUBLIC HEARINGS** are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2017/2018 Annual Plan. **The hearings will be held at 9:00 A.M. (CST) on May 31, 2017, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida and at 5:30 P.M. (CST) on June 6, 2017, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through **June 15, 2017**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32523 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Rob Williamson
Chairman, Santa Rosa County
Board of County Commissioners

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Scarlett Toyama** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

**Board of County Commissioners-Escambia County, FL**
**Meeting Schedule**
**May 29-June 2, 2017**

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

**May 27, 2017**

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

Sworn to and subscribed before me this **30th** day of **May, 2017**, by **Scarlett Toyama**, who is personally known to me.

S Toyama
Affiant

Notary Public

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

**Board of County Commissioners - Escambia County, Florida**
**Meeting Schedule**
**May 29-June 2, 2017**

*One or more of the Escambia County Commissioners may attend the following meetings:*

| DAY | DATE | TIME | MEETING | LOCATION |
|---|---|---|---|---|
| Mon | 05/29 | | Escambia County Offices Closed-Memorial Day | |
| Tue | 05/30 | 5:30pm | Special Board of County Commissioners Meeting | BCC Meeting Room* |
| | | | *One or more of the SRIA Board members may attend the above meeting* | |
| Tue | 05/30 | 5:31pm | Special Board of County Commissioners Public Hearing<br>RE: "Open Containers Ordinance"-Pensacola Beach Boardwalk<br>Mass Transit Proposals, Pensacola Beach Congestion Management Plan | BCC Meeting Room* |
| | | | *One or more of the SRIA Board members may attend the above meeting* | |
| Wed | 05/31 | 9:00am | Committee of the Whole Workshop-Homeless Summit | BCC Meeting Room* |

*Ernie Lee Magaha Government Building, 221 Palafox Place
**To View DRC Agenda go to: http://www.myescambia.com/government
***Public Safety Building, Room 222

NEXT WEEK'S NOTE:

| | | | | |
|---|---|---|---|---|
| Tue | 06/06 | 8:30am | Planning Board/Rezoning | 3363 West Park Place |
| Tue | 06/06 | 1:30pm | Environmental Enforcement Special Magistrate | 3363 West Park Place |
| Tue | 06/06 | 5:30pm | HUD Annual Plan Public Hearing | 420 West Chase Street |
| Wed | 06/07 | 8:30am | Contractor Competency Board Exam Committee | 3363 West Park Place |
| Wed | 06/07 | 9:00am | Contractor Competency Board Regular Meeting/Public Hrg | 3363 West Park Place |
| Wed | 06/07 | 10:00am | Escambia County & IAEP Bargaining | 6575 North "W" Street*** |
| Wed | 06/07 | 1:00pm | Development Review Board | 3363 West Park Place** |
| Thu | 06/08 | 9:00am | Board of County Commissioners Agenda Review Session | BCC Meeting Room* |
| Thu | 06/08 | 4:30pm | Board of County Commissioners Public Forum | BCC Meeting Room* |
| Thu | 06/08 | 5:30pm | Board of County Commissioners Public Hearing & Reports | BCC Meeting Room* |

Note: A copy of the agenda for the meetings initiated by the Board of County Commissioners containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Suite 420, Escambia County Government Complex, 221 Palafox Place. Any Persons needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact Angela Crawley, 595-4947, at least 72 hours in advance of the meeting. Those who are hearing or speech impaired may contact Mrs. Crawley via e-mail at Adcrawle@myescambia.com Any person who decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record that should include the testimony or evidence on which the appeal is to be based. All Board of County Commissioners meetings are broadcast live and rebroadcast on ECTV, Digital Channel 98 on Cox Cable, Brighthouse and Mediacom and the Regular Board of County Commissioners Meetings beginning at 5:30 p.m. are broadcast live on WUWF Channel 4. The meetings can also be seen live via the web at http://www.myescambia.com.

PJ-0000354917

What's on ECTV at www.myescambia.com

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Shawna Shy** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

**BOARD OF COUNTY COMMISSIONERS MEETING SCHEDULE 6/5 – 6/9**

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

**June 3, 2017**

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

Sworn to and subscribed before me this 3rd day of **June, 2017**, by **Shawna Shy**, who is personally known to me.

Shawna Shy Affiant

Mark Dee Kent Notary Public

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

**Board of County Commissioners - Escambia County, Florida**
**Meeting Schedule**
**June 5-June 9, 2017**

*One or more of the Escambia County Commissioners may attend the following meetings:*

| DAY | DATE | TIME | MEETING | LOCATION |
|---|---|---|---|---|
| Mon | 06/05 | 5:30pm | RESTORE Multi-Year Implementation Kick-Off Public Mtg | 3363 West Park Place, Room 104 |
| Tue | 06/06 | 8:30am | Planning Board/Rezoning | 3363 West Park Place |
| Tue | 06/06 | 1:30pm | Environmental Enforcement Special Magistrate | 3363 West Park Place |
| Tue | 06/06 | 5:30pm | HUD Annual Plan Public Hearing | 420 West Chase Street |
| Wed | 06/07 | 8:30am | Contractor Competency Board Exam Committee | 3363 West Park Place |
| Wed | 06/07 | 9:00am | Contractor Competency Board Regular Meeting/Public Hrg | 3363 West Park Place |
| Wed | 06/07 | 10:00am | Escambia County & IAEP Bargaining | 6575 North "W" Street***** |
| Wed | 06/07 | 1:00pm | Development Review Board | 3363 West Park Place** |
| Thu | 06/08 | 9:00am | Board of County Commissioners Agenda Review Session | BCC Meeting Room* |
| Thu | 06/08 | 4:30pm | Board of County Commissioners Public Forum | BCC Meeting Room* |
| Thu | 06/08 | 5:30pm | Board of County Commissioners Public Hearings & Reports | BCC Meeting Room* |

*Ernie Lee Magaha Government Building, 221 Palafox Place
**To View DRC Agenda go to: http://www.myescambia.com/government
***Bailey Middle School Cafeteria
****Pensacola City Hall, Vince Whibbs Room, First Floor
*****Public Safety Building, Room 222
******Fourth Floor Training Room 0.606

**NEXT WEEK'S NOTE:**

| | | | | |
|---|---|---|---|---|
| Mon | 06/12 | 8:30am | Technical Coordinating Committee | 222 West Main Street**** |
| Mon | 06/12 | 10:30am | Citizens' Advisory Committee | 222 West Main Street**** |
| Tue | 06/13 | 5:30pm | Affordable Housing Advisory Committee | 420 West Chase Street |
| Tue | 06/13 | 6:00pm | County Commissioner Jeff Bergosh-Town Hall Meeting | 4110 Bauer Road*** |
| Wed | 06/14 | 1:00pm | Development Review Board | 3363 West Park Place** |
| Wed | 06/14 | 5:00pm | Santa Rosa Island Authority Board Meeting | 1 Via de Luna, Pensacola Beach |
| Wed | 06/14 | 5:05pm | Santa Rosa Island Authority Budget Workshop | 1 Via de Luna, Pensacola Beach |
| Thu | 06/15 | 8:30am | Attorney/Client Session | BCC Meeting Room* |
| Thu | 06/15 | 9:00am | Board of County Commissioners Committee of the Whole | BCC Meeting Room* |
| Fri | 06/16 | 8:30am | Selection Committee-Escambia County Assistant County Administrator Interviews | 221 Palafox Place****** |

Note: A copy of the agenda for the meetings initiated by the Board of County Commissioners containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Suite 420, Escambia County Government Complex, 221 Palafox Place. Any Persons needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact Angela Crawley, 595-4947, at least 72 hours in advance of the meeting. Those who are hearing or speech impaired may Contact Mrs. Crawley via e-mail at Adcrawle@myescambia.com Any person who decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record that should include the testimony or evidence on which the appeal is to be based. All Board of County Commissioners meetings are broadcast live and rebroadcast on ECTV, Digital Channel 98 on Cox Cable, Brighthouse and Mediacom and the Regular Board of County Commissioners Meetings beginning at 5:30 p.m. are broadcast live on WUWF Channel 4. The meetings can also be seen live via the web at http://www.myescambia.com.

PJ-0000394974

What's on ECTV at www.myescambia.com

**Minutes of Public Hearing**
**City of Pensacola and Escambia County**
**Escambia Consortium FY2017-2018 Annual Plan**
**Minutes of Public Hearing**

June 6, 2017

A public hearing was held June 6, 2017 at 5:30 p.m., at the City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida.

*Staff members present: Marcie Whitaker, City of Pensacola Housing Division; Meredith Reeves, Division Manager, Neighborhood Enterprise Division, Neighborhood and Human Services Department*

*Citizens present:* James Gulley, Westside Community Redevelopment Agency (WSCRA); John Clark, Council on Aging of West Florida.

1. **WELCOME AND INTRODUCTION:** Marcie Whitaker introduced herself and Meredith Reeves. Marcie Whitaker explained the purpose of the public hearing was to review and discuss the proposed projects for Escambia Consortium FY2017-2018 Annual Action Plan. Marcie Whitaker reviewed the handouts.

2. **OVERVIEW OF ANNUAL PLAN:** Marcie Whitaker and Meredith Reeves explained the Annual Action Plan contains detailed projections concerning programmatic activities for the next fiscal year.

3. **DISCUSS PROPOSED PROJECTS AND FUNDING:** Meredith Reeves and Marcie Whitaker informed attendees that at this time financial resources for the next fiscal year had not been determined. Marcie Whitaker explained that the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels in accordance with grant requirements to match the actual funding allocation. Marcie Whitaker explained the grant funding requirements and presented an estimated timeframe for notification of grant allocation. Meredith Reeves and Marcie Whitaker presented an overview of the proposed activities and funding levels as presented in the public notice printed in the May 27, 2017 Pensacola News Journal.

4. **REVIEW OF PUBLIC PARTICIPATION SHEDULE AND PLAN(S) PROCESS:** Marcie Whitaker and Meredith Reeves reviewed the Public Participation and Annual Plan Schedule for the remainder of the plan process noting that the City and County were utilizing the waiver offered by U.S. Department of Housing and Urban Development allowing for a 14 day comment period regarding the proposed activities.

5. **PUBLIC COMMENTS AND QUESTIONS:** John Clark asked about Council support. Marcie Whitaker noted that she had provided program information to Councilman P.C. Wu. John Clark noted the importance of the federal funding which is used as match for State funds received by Council on Aging. James Gully asked about funding for demolition projects in the City. Marcie Whitaker explained that funding had been proposed to support this activity. In response to a discussion regarding Habitat for Humanity, Meredith Reeves highlighted the organizations support with tornado recover efforts in the Century community. Meredith Reeves provided general information regarding recovery efforts in the Century community some of which may be supported with CDBG funding. A group general discussion followed regarding development opportunities in the downtown and Westside neighborhoods.

With no further questions or comments, the meeting adjourned at 6:10 p.m.

Handouts:
Public Notice Escambia Consortium Consolidated Plan Summary published in the PNJ May 27, 2017
Draft Community Development Block Grant 2017/2018 Annual Action Plan for the City of Pensacola

PENSACOLA News Journal pnj.com

Affidavits Requested:
1

ESC CO COMMISSIONERS/LEGALS
221 PALAFOX PL

PENSACOLA FL 32502

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

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida
County of Escambia:

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

PUBLIC NOTICE ESCAMBIA CO

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

**06/23/17**

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

Sworn to and Subscribed before me this 23th of June 2017, by Brittni L Pennington who is personally known to me

Brittni L Pennington
Affiant

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

Publication Cost: $1,458.18
Ad No: 0002228704
Customer No: PNJ-26745500

**PUBLIC NOTICE**
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**
**FINAL ALLOCATION NOTIFICATION**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa Cou have drafted the 2017/2018 Annual Housing and Community Development Plan for the period C ber 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the plar fies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Developm HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG),Public Housing Gr HUD programs designed to address housing and community development needs. The major prio tion of rental and homeowner occupied substandard housing units for families with incomes bel median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities sion of affordable housing for families with incomes primarily between 50-80% of median; exp rate and subsidized rental assistance for families with incomes between 0-50% of median throug tion and/or construction; support of activities leading to the development of housing for persons portive services addressing the special needs of the elderly, handicapped, and homeless or near h activities within designated areas of slum and blight; and targeted community development pul ment priorities. Activities are generally available to assist eligible lower income persons in varying levels throughout the respective jurisdictions to the extent that such availability is not limited by tions and/or financial resources. The draft 2017 Annual Action Plan is available for public review a and Milton locations between the hours of 8:00 A.M. - 4:00P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Of
Santa Rosa County P
6051 Old Bagdad Hig
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Hou ment (HUD) for Program Year 2017 Community Development Block Grant (CDBG), HOME Inve (HOME) and Emergency Solutions Grant (ESG)funding which is detailed as follows. The numbers l tion numbers as provided by HUD.

**ESCAMBIA COUNTY**
**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**
**Housing Rehabilitation Program (General)**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred l est Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occu based paint assessment and abatement, and other related program operating cost, including Funds may also be used to provide for sanitary sewer connection assistance, energy improveme storm protection/mitigation improvements, and other applicable improvements. (Unincorporated program income from housing rehabilitation loans will be used to rehabilitate substandard home low and moderate income families located within unincorporated Escambia County (estima $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**
**General Grant Administration/Management**
Provides for oversight, management, coordination and monitoring of financial and programmat CDBG Program and indirect costs.
**Escambia County Community Redevelopment Agency**
Provides support for planning and administrative staffing and operation of the Community Rede targets designated areas of slum and blight within the County.
**PUBLIC SERVICES:**
**Council on Aging of West Florida, Inc**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive portation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McD Florida. (132 Mintz Lane, Cantonment)
**Title Clearance**
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to ability to improve or maintain their properties, by becoming eligible for traditional financing or ( programs. Casesmay include probate, quiet title, bankruptcy and tax disputes and will allow clie ownership of their homes. Priority may be given to clients in County or City CRA areas.
**Foreclosure Prevention Education and Counseling**
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County sure and retain ownership of their homes. Individual counseling opportunities are provided to pro view the individual's current situation and discuss options for assistance. (County Wide, including Pensac
**Fair Housing**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community from administrative funds and $74,206 from Public Services)
**Transit Program**
Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand the north end of the County. Should HUD funding allocation be less than indicated in the totals be reduced or not provided in order not to exceed the CDBG cap on public services.
**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties**

Funds will be used to provide direct assistance for demolition/clearance for income eligible prop dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorpora funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, E Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility plannir ments to Escambia County public buildings and facilities. Funding to support improvements to C partment, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview A Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements**

Funds to provide enhancements in conjunction with other community redevelopment and housin eligible CDBG low and moderate income Community Redevelopment Areas (CF rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ recons and/or stormwater drainage improvements; and related infrastructure improvements, including t ing development. Priority will be given to projects identified in the Redevelopment Plans for the munity Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, rington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligi

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED**

## CITY OF PENSACOLA
## 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
## PROPOSED BUDGETS AND ACTIVITIES

**HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs**

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modification chitectural barriers to accommodate the needs of persons with disabilities; to provide for the te tion and control of lead based paint hazards for projects with a house constructed prior to 1978;a istrative costs of this program and other related housing rehabilitation/repair activities.Fundi rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low ar sons occupying their homestead residence within the corporate limits of the City of Pensa $150,000) *All program income from housing rehabilitation loans will be used to rehabilitate and/ cupied units for low and moderate income families located within the corporate limits of the City of Pensa (estimated program income is $100,000).

**Code Enforcement**

Funds to provide code enforcement within the CDBG target area where such enforcement, togeth improvements, rehabilitation, or services to be provided, may be expected to arrest the decline o ment will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dil sound buildings. Funding will be used to address conditions of blight and decay; arrest the decli port revitalization of depressed neighborhoods. (Pre FY2015 Funds $30,000)

PUBLIC SERVICES:

**Council on Aging of West Florida, Inc. (COA)**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Whe moderate income elderly, disabled, and/or handicapped residents residing within the City limits not be available. The Meals on Wheels program delivers nutritionally balanced meals to home paired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipi within the City and also an element of socialization and recreation. The five sites are the Frick Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on A provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage and state funding for which COA would most likely be unable to apply. The City has funded COA for over

**Homebuyer and Foreclosure Prevention Education and Counseling**

Pre-purchase homeownership counseling, education, guidance and support for lower income (8( dian income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure p cation and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management**

Funds to administer the City's CDBG Program which includes personnel services and operating expense

| | | |
|---|---|---|
| **TOTAL FY 2017-2018 CDBG PROPOSED BUDGET** | | **$ 847,881** |
| **Projected FY 2017-2018 CDBG Grant Allocation** | **$ 667,881** | |
| **Pre FY 2015 Funds** | **$ 180,000** | |
| **TOTAL CITY OF PENSACOLA CDBG FUNDS AVAILABLE** | | **$ 847,881** |

## ESCAMBIA CONSORTIUM
## 2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
## PROPOSED BUDGET AND ACTIVITIES
## FOR MEMBER JURISDICTIONS

**ESCAMBIA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred l est Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approx standard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred l est Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approx standard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred l est Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approx standard homeowner occupied housing units. (Santa Rosa County)

**HOMEBUYER ASSISTANCE**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Defe ferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate inc chase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**
**HOUSING DEVELOPMENT (CHDO SET-ASIDE)**

Provide low interest and/or deferred loan assistance to designated Community Housing Dev (CHDO's) for development of affordable single family units (5-10 units) for homeownership or r units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)**

Provides for oversight, management, monitoring and coordination of financial and general adm Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium $ 880,028

(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED**

## ESCAMBIA COUNTY
## 2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)
## PROPOSED BUDGET AND ACTIVITIES

**EMERGENCY SHELTER/OPERATIONS**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, l Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION**

Provides funding based on Continuum of Care priorities for: (1) Rapid Re-housing for individua

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

Provides funding, based on continuum of care priorities, for: (1) Rapid Re-housing for individual
below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30%
**HOMELESS MANAGEMENT INFORMATION SYSYTEM (HMIS)**
Costs related to the administration of the HMIS database by the EscaRosaCoalition on the Hom
and licensing costs and other eligible costs as outlined by 24 CFR 576.107.
**ADMINISTRATION**
Administrative Cost (7.5%): $3601 to EscaRosaCoalition on the Homeless Project Management a
Escambia County Indirect Cost.
**TOTAL 2017 ESG FUNDS PROJECTED**

Written comments or input regarding local housing needs or priorities will be accepted through
submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or vi
For further information, contact Meredith Heeves at 595-4968 (Escambia County), Marcie White
Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

| | | |
|---|---|---|
| D.B. Underhill<br>Chairman, Escambia County<br>Board of County Commissioners | Ashton J. Hayward, III<br>Mayor<br>City of Pensacola | Rob Willian<br>Chairman,<br>Board of C |

Legal No. 2228704 1T June 23, 2017

**PUBLIC NOTICE**
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**
**FINAL ALLOCATION NOTIFICATION**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. The numbers below reflect final allocation numbers as provided by HUD.

# ESCAMBIA COUNTY

**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Program (General)** **$375,000***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable

improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

**General Grant Administration/Management** **$268,100**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency** **$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc.** **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance** **$45,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling** **$15,340**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing** **$84,265**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community. ($10,059 to be funded from administrative funds and $74,206 from Public Services)

**Transit Program** **$16,650**

Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties** **$68,100**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project** **$266,344**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** **$275,000**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** **$1,478,299**
**=======**

# CITY OF PENSACOLA

## 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
## PROPOSED BUDGETS AND ACTIVITIES

**HOUSING REHABILITATION:**
**Housing Rehabilitation Loan/Grant Programs** **$419,123***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds $150,000)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000).

**Code Enforcement** **$5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures** **$12,182**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods.
(Pre FY2015 Funds $30,000)

**PUBLIC SERVICES:**
**Council on Aging of West Florida, Inc. (COA)** **$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would

most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling** **$28,000**

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management** **$133,576**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**TOTAL FY 2017-2018 CDBG PROPOSED BUDGET** **$ 847,881**

| | |
|---|---|
| **Projected FY 2017-2018 CDBG Grant Allocation** | **$ 667,881** |
| **Pre FY 2015 Funds** | **$ 180,000** |

**TOTAL CITY OF PENSACOLA CDBG FUNDS AVAILABLE** **$ 847,881**

# ESCAMBIA CONSORTIUM

## 2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$382,812**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$105,604**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$78,225**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **$93,380**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE)**:

**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$132,005**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$88,002**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium $ 880,028
(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED** **$ 880,028**
**=======**

# ESCAMBIA COUNTY

## 2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)
## PROPOSED BUDGET AND ACTIVITIES

**EMERGENCY SHELTER/OPERATIONS** **$ 86,435**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION** **$ 32,220**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSYTEM (HMIS)** **$ 14,600**

Costs related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION** **$ 10,804**

Administrative Cost (7.5%): $3601 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $7203 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED** **$144,059**
**======**

Written comments or input regarding local housing needs or priorities will be accepted through **July 7, 2017**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Rob Williamson
Chairman, Santa Rosa County
Board of County Commissioners

COUNCIL ON AGING
OF WEST FLORIDA, INC.
EST. 1972

875 Royce Street/P.O. Box 17066
Pensacola, Florida 32522-7066
(850) 432-1475
FAX (850) 479-7986
Florida Relay: 711
www.coawfla.org
info@coawfla.org

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PRESIDENT/CEO
John B. Clark

March 31, 2017

Meredith Reeves Nunnari
Division Manager
Neighborhood Enterprise Division
Community & Environment Department
Escambia County
221 Palafox Place
Pensacola, FL 32502-5844

Dear Ms. Nunnari:

The purpose of this letter is to request continuation funding from the Community Development Block Grant Program (CDBG) for the Council on Aging of West Florida 2017/17 Rural Services Program. Our request for the coming year is $47,000. As you know, this funding is used for the following purposes:

1. Rural Services Case Management/Case Aide: Identifying needs, coordinating services, and assisting aging adults in the rural areas of Escambia County.
2. Screening & Assessment: Performing screening of aging adults in the rural communities who are applying for services in order to match them with the appropriate agency and /or services which can meet their needs.
3. Rural Transportation: Coordination and transportation to senior centers in Century and Cantonment.
4. Center and Activities Coordination: These centers serve as focal points for other community programs. Activities supervisors, coordinators, and meal site managers coordinate the serving of meals, distribution of nutritional information, physical activities, arts, crafts, information community gatherings, etc.

As you can see this funding is critical in helping the Council on Aging of West Florida to serve the moderate and low income elders in the most rural areas of Escambia County to the best of our ability. We are truly grateful to the Neighborhood Enterprise Foundation for their support over the past years. Your agency and the County Commissioners have played an important role in helping to meet the many needs of vulnerable elder citizens in rural Escambia County. On behalf of the people served by the many programs described in the enclosed brochure, we express our deepest gratitude.

Sincerely,

John B. Clark
President/CEO

United Way of Escambia County
United Way of Santa Rosa County
Department of Elder Affairs State of Florida
BBB Accredited Charity bbb.org
Northwest Florida Area Agency on Aging, Inc.
"Improving the quality of life for elders" since 1970
Corporation for National & Community Service
CFC Combined Federal Campaign
Combined Federal Campaign Agency No. 18074

*Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.*

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LSC

April 18, 2017

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502

Dear Ms. Reeves:

As you know, Legal Services of North Florida, Inc. (LSNF) became a partner with Escambia County's CDBG programs in November 2015, through a project to focus on clearing title to homes within the county. Since that time, we have been engaged by approximately 100 individuals with title issues, many of whom were affected by the tornadoes that struck Escambia County in February 2016. We look forward to continuing this partnership and are interested in being included in any future funding opportunities that support this work. For FY 2017-2018, LSNF requests a continuation of the base funding of $45,000, with the opportunity to request additional funds should there be a need and funds are available. Please let me know if you need any additional information from our office.

Sincerely,

Leslie N. Powell-Boudreaux
Executive Director

# ESCAMBIA CONSORTIUM

# SF 424

Escambia County
City of Pensacola

# Certifications

Escambia County
City of Pensacola
Santa Rosa County

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☒ New | |
| ☒ Application | ☐ Continuation | * Other (Specify): |
| ☐ Changed/Corrected Application | ☐ Revision | |

| * 3. Date Received: | 4. Applicant Identifier: |
|---|---|
| 08/15/2017 | |

| 5a. Federal Entity Identifier: | 5b. Federal Award Identifier: |
|---|---|
| 59-6000-598 | |

**State Use Only:**

| 6. Date Received by State: | 08/15/2017 | 7. State Application Identifier: | |
|---|---|---|---|

**8. APPLICANT INFORMATION:**

| * a. Legal Name: | Escambia County |
|---|---|

| * b. Employer/Taxpayer Identification Number (EIN/TIN): | * c. Organizational DUNS: |
|---|---|
| 59-6000-598 | 0750796730000 |

**d. Address:**

| * Street1: | 221 Palafox Place |
|---|---|
| Street2: | |
| * City: | Pensacola |
| County/Parish: | |
| * State: | FL: Florida |
| Province: | |
| * Country: | USA: UNITED STATES |
| * Zip / Postal Code: | 325028355 |

**e. Organizational Unit:**

| Department Name: | Division Name: |
|---|---|
| Neighborhood & Human Services | Neighborhood Enterprise |

**f. Name and contact information of person to be contacted on matters involving this application:**

| Prefix: | | * First Name: | Meredith |
|---|---|---|---|
| Middle Name: | | | |
| * Last Name: | Reeves | | |
| Suffix: | | | |

| Title: | Division Manager |
|---|---|

| Organizational Affiliation: |
|---|
| Escambia County |

| * Telephone Number: | 850-595-0022 | Fax Number: | 850-595-0342 |
|---|---|---|---|

| * Email: | mareeves@myescambia.com |
|---|---|

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:

Entitlement Grant CDBG

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia County CDBG Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2017 * b. End Date:

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 1,478,299.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 1,478,299.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/15/2017.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: * First Name: Jack

Middle Name: R.

* Last Name: Brown

Suffix:

* Title: County Administrator

* Telephone Number: 850-595-4946 Fax Number:

* Email: jrbrown@myescambia.com

* Signature of Authorized Representative: * Date Signed:

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 08/15/2017

4. Applicant Identifier:

5a. Federal Entity Identifier: 59-6000-598

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State: 08/15/2017

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000-598

* c. Organizational DUNS: 0750796730000

**d. Address:**

* Street1: 221 Palafox Place

Street2:

* City: Pensacola

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 325028355

**e. Organizational Unit:**

Department Name: Neighborhood & Human Services

Division Name: Neighborhood Enterprise

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

* First Name: Meredith

Middle Name:

* Last Name: Reeves

Suffix:

Title: Division Manager

Organizational Affiliation: Escambia County

* Telephone Number: 850-595-0022

Fax Number: 850-595-0342

* Email: mareeves@myescambia.com

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia Consortium HOME Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2015 * b. End Date:

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 880,028.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | 220,007.00 |
| * f. Program Income | |
| * g. TOTAL | 1,100,035.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/2017.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

| | |
|---|---|
| Prefix: | |
| * First Name: | Jack |
| Middle Name: | R. |
| * Last Name: | Brown |
| Suffix: | |
| * Title: | County Administrator |
| * Telephone Number: | 850-595-4946 |
| Fax Number: | |
| * Email: | jrbrown@myescambia.com |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/29/17

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 08/15/2017

4. Applicant Identifier:

5a. Federal Entity Identifier: 59-6000-598

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State: 08/15/2017

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000-598

* c. Organizational DUNS: 0750796730000

**d. Address:**

* Street1: 221 Palafox Place

Street2:

* City: Pensacola

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 325028355

**e. Organizational Unit:**

Department Name: Neighborhood & Human Services

Division Name: Neighborhood Enterprise

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

* First Name: Meredith

Middle Name:

* Last Name: Reeves

Suffix:

Title: Division Manager

Organizational Affiliation: Escambia County

* Telephone Number: 850-595-0022

Fax Number: 850-595-0342

* Email: mareeves@myescambia.com

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.231

CFDA Title:

Emergency Solutions Grant Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia County Emergency Solutions Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2017 * b. End Date:

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 144,059.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | 144,059.00 |
| * f. Program Income | |
| * g. TOTAL | 288,118.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/2017.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

| | |
|---|---|
| Prefix: | |
| * First Name: | Jack |
| Middle Name: | R. |
| * Last Name: | Brown |
| Suffix: | |
| * Title: | County Administrator |
| * Telephone Number: | 850-595-4946 |
| Fax Number: | |
| * Email: | jrbrown@myescambia.com |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

# ESCAMBIA COUNTY
## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____
Signature/Authorized Official Date
Jack R. Brown, County Administrator
Escambia County

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

**Approved as to form and legal sufficiency.**
**By/Title:**
**Date:** 4/19/17

ESCAMBIA COUNTY

**Specific CDBG Certifications**

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2017, 18, 19 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

_____

Title

Approved as to form and legal sufficiency.

By/Title:

Date: 5/15/17

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

**OPTIONAL CERTIFICATION**
**CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

ESCAMBIA COUNTY

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

Title

Approved as to form and legal sufficiency.

By/Title:

Date: 7/13/17

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

# ESCAMBIA COUNTY

## ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

_____

Title

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

## HOPWA Certifications

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall he operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

Signature/Authorized Official Date

Title

## APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF PENSACOLA

# CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying --** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

Mayor, City of Pensacola

CITY OF PENSACOLA

**Specific CDBG Certifications**

The Entitlement Community certifies that:

**Citizen Participation --** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan --** It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2017, 18, 19 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws --** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint --** Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws --** It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Mayor, City of Pensacola

_____

Title

**OPTIONAL CERTIFICATION**
**CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

CITY OF PENSACOLA

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance --** If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs --** it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance --** before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Mayor, City of Pensacola

_____

Title

**ESG Certifications**

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion –** If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs –** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation –** Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services –** The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds –** The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality –** The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement –** To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan –** All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy –** The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

**HOPWA Certifications**

The HOPWA grantee certifies that:

**Activities --** Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building --** Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

**APPENDIX TO CERTIFICATIONS**

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SANTA ROSA COUNTY

**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying --** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

Chair, Santa Rosa County
Board of County Commissioners

**Specific CDBG Certifications**

The Entitlement Community certifies that:

**Citizen Participation --** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan --** It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2017, 18, 19 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws --** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint --** Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws --** It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Chair, Santa Rosa County
Board of County Commissioners

_____

Title

**OPTIONAL CERTIFICATION**
**CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

SANTA ROSA COUNTY

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance --** If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs --** it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance --** before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Chair, Santa Rosa County
Board of County Commissioners

_____

Title

**ESG Certifications**

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion –** If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs –** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation –** Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services –** The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds –** The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality –** The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement –** To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan –** All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy –** The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

**HOPWA Certifications**

The HOPWA grantee certifies that:

**Activities --** Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building --** Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

_____ _____

Signature/Authorized Official Date

_____

Title

**APPENDIX TO CERTIFICATIONS**

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**PUBLIC NOTICE**
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**
**FINAL ALLOCATION NOTIFICATION**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2017 - September 30, 2018)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. The numbers below reflect final allocation numbers as provided by HUD.

# ESCAMBIA COUNTY

**2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Program (General)** **$375,000***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable

improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

**General Grant Administration/Management** **$268,100**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

**Escambia County Community Redevelopment Agency** **$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc.** **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance** **$45,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

**Foreclosure Prevention Education and Counseling** **$15,340**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Fair Housing** **$84,265**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community. ($10,059 to be funded from administrative funds and $74,206 from Public Services)

**Transit Program** **$16,650**

Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties** **$68,100**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project** **$266,344**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** **$275,000**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** **$1,478,299**
**=======**

# CITY OF PENSACOLA

## 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
## PROPOSED BUDGETS AND ACTIVITIES

**HOUSING REHABILITATION:**
**Housing Rehabilitation Loan/Grant Programs** **$419,123***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (Pre FY2015 Funds $150,000)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000).

**Code Enforcement** **$5,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

**Demolition and Clearance of Unsafe Structures** **$12,182**

Funds to provide direct assistance, to income eligible property owners, with the elimination of dilapidated, structurally unsound buildings. Funding will be used to address conditions of blight and decay; arrest the decline of property; and support revitalization of depressed neighborhoods.
(Pre FY2015 Funds $30,000)

**PUBLIC SERVICES:**
**Council on Aging of West Florida, Inc. (COA)** **$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Council on Aging office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would

most likely be unable to apply. The City has funded COA for over two decades.

**Homebuyer and Foreclosure Prevention Education and Counseling** **$28,000**

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management** **$133,576**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**TOTAL FY 2017-2018 CDBG PROPOSED BUDGET** **$ 847,881**

| | |
|---|---|
| **Projected FY 2017-2018 CDBG Grant Allocation** | **$ 667,881** |
| **Pre FY 2015 Funds** | **$ 180,000** |

**TOTAL CITY OF PENSACOLA CDBG FUNDS AVAILABLE** **$ 847,881**

# ESCAMBIA CONSORTIUM

## 2017-2018 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$382,812**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$105,604**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$78,225**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **$93,380**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE)**:

**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$132,005**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$88,002**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2017 HOME Funds Available to the Consortium $ 880,028
(HUD Required Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2017 HOME FUNDS PROJECTED** **$ 880,028**
**=======**

# ESCAMBIA COUNTY

## 2017-2018 EMERGENCY SOLUTIONS GRANT (ESG)
## PROPOSED BUDGET AND ACTIVITIES

**EMERGENCY SHELTER/OPERATIONS** **$ 86,435**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

**RAPID RE-HOUSING & HOMELESS PREVENTION** **$ 32,220**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

**HOMELESS MANAGEMENT INFORMATION SYSYTEM (HMIS)** **$ 14,600**

Costs related to the administration of the HMIS database by the EscaRosa Coalition on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

**ADMINISTRATION** **$ 10,804**

Administrative Cost (7.5%): $3601 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $7203 to Escambia County Indirect Cost.

**TOTAL 2017 ESG FUNDS PROJECTED** **$144,059**
**======**

Written comments or input regarding local housing needs or priorities will be accepted through **July 7, 2017**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

D.B. Underhill
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Rob Williamson
Chairman, Santa Rosa County
Board of County Commissioners

EXHIBIT III

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☒ New | |
| ☒ Application | ☐ Continuation | * Other (Specify): |
| ☐ Changed/Corrected Application | ☐ Revision | |

| * 3. Date Received: | 4. Applicant Identifier: |
|---|---|
| 08/15/2017 | |

| 5a. Federal Entity Identifier: | 5b. Federal Award Identifier: |
|---|---|
| 59-6000-598 | |

**State Use Only:**

| 6. Date Received by State: | 08/15/2017 | 7. State Application Identifier: | |
|---|---|---|---|

**8. APPLICANT INFORMATION:**

| * a. Legal Name: | Escambia County |
|---|---|

| * b. Employer/Taxpayer Identification Number (EIN/TIN): | * c. Organizational DUNS: |
|---|---|
| 59-6000-598 | 0750796730000 |

**d. Address:**

| * Street1: | 221 Palafox Place |
|---|---|
| Street2: | |
| * City: | Pensacola |
| County/Parish: | |
| * State: | FL: Florida |
| Province: | |
| * Country: | USA: UNITED STATES |
| * Zip / Postal Code: | 325028355 |

**e. Organizational Unit:**

| Department Name: | Division Name: |
|---|---|
| Neighborhood & Human Services | Neighborhood Enterprise |

**f. Name and contact information of person to be contacted on matters involving this application:**

| Prefix: | | * First Name: | Meredith |
|---|---|---|---|
| Middle Name: | | | |
| * Last Name: | Reeves | | |
| Suffix: | | | |

| Title: | Division Manager |
|---|---|

| Organizational Affiliation: |
|---|
| Escambia County |

| * Telephone Number: | 850-595-0022 | Fax Number: | 850-595-0342 |
|---|---|---|---|

| * Email: | mareeves@myescambia.com |
|---|---|

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:

Entitlement Grant CDBG

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia County CDBG Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2017 * b. End Date:

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 1,478,299.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 1,478,299.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/15/2017.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: * First Name: Jack

Middle Name: R.

* Last Name: Brown

Suffix:

* Title: County Administrator

* Telephone Number: 850-595-4946 Fax Number:

* Email: jrbrown@myescambia.com

* Signature of Authorized Representative: * Date Signed:

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 08/15/2017

4. Applicant Identifier:

5a. Federal Entity Identifier: 59-6000-598

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State: 08/15/2017

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000-598

* c. Organizational DUNS: 0750796730000

**d. Address:**

* Street1: 221 Palafox Place

Street2:

* City: Pensacola

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 325028355

**e. Organizational Unit:**

Department Name: Neighborhood & Human Services

Division Name: Neighborhood Enterprise

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

* First Name: Meredith

Middle Name:

* Last Name: Reeves

Suffix:

Title: Division Manager

Organizational Affiliation: Escambia County

* Telephone Number: 850-595-0022

Fax Number: 850-595-0342

* Email: mareeves@myescambia.com

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia Consortium HOME Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2015 * b. End Date:

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 880,028.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | 220,007.00 |
| * f. Program Income | |
| * g. TOTAL | 1,100,035.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/2017.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

| | |
|---|---|
| Prefix: | |
| * First Name: | Jack |
| Middle Name: | R. |
| * Last Name: | Brown |
| Suffix: | |
| * Title: | County Administrator |
| * Telephone Number: | 850-595-4946 |
| Fax Number: | |
| * Email: | jrbrown@myescambia.com |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/29/17

OMB Number: 4040-0004
Expiration Date: 8/31/2016

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 08/15/2017

4. Applicant Identifier:

5a. Federal Entity Identifier: 59-6000-598

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State: 08/15/2017

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: Escambia County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000-598

* c. Organizational DUNS: 0750796730000

**d. Address:**

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Street2:

* City: Pensacola

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 325028355

**e. Organizational Unit:**

Department Name: Neighborhood & Human Services

Division Name: Neighborhood Enterprise

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

* First Name: Meredith

Middle Name:

* Last Name: Reeves

Suffix:

Title: Division Manager

Organizational Affiliation: Escambia County

* Telephone Number: 850-595-0022

Fax Number: 850-595-0342

* Email: mareeves@myescambia.com

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.231

CFDA Title:

Emergency Solutions Grant Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Escambia County Emergency Solutions Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: FL D 1 * b. Program/Project: FL D 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2017 * b. End Date:

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 144,059.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | 144,059.00 |
| * f. Program Income | |
| * g. TOTAL | 288,118.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/14/2017.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

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**Authorized Representative:**

| | |
|---|---|
| Prefix: | |
| * First Name: | Jack |
| Middle Name: | R. |
| * Last Name: | Brown |
| Suffix: | |
| * Title: | County Administrator |
| * Telephone Number: | 850-595-4946 |
| Fax Number: | |
| * Email: | jrbrown@myescambia.com |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

# ESCAMBIA COUNTY
## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____
Signature/Authorized Official Date
Jack R. Brown, County Administrator
Escambia County

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

**Approved as to form and legal sufficiency.**
**By/Title:**
**Date:** 4/19/17

ESCAMBIA COUNTY

**Specific CDBG Certifications**

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2017, 18, 19 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

_____

Title

Approved as to form and legal sufficiency.

By/Title:

Date: 5/15/17

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

**OPTIONAL CERTIFICATION**
**CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CERTIFICATION DOES NOT APPLY

_____ _____
Signature/Authorized Official Date

_____
Title

ESCAMBIA COUNTY

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

Title

Approved as to form and legal sufficiency.

By/Title:

Date: 7/13/17

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

# ESCAMBIA COUNTY

## ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature/Authorized Official Date

Jack R. Brown, County Administrator
Escambia County

_____

Title

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

Witnessed: _____
Print Name: _____

Witnessed: _____
Print Name: _____

## HOPWA Certifications

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall he operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

CERTIFICATION DOES NOT APPLY

Signature/Authorized Official Date

Title

## APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12388** **County Administrator's Report 16. 11.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** 2017 ADA Modifications to County Facilities and Parks, PD 16-17.035
**From:** Paul Nobles, Purchasing Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Award for the 2017 ADA Modifications for County Facilities and Parks, PD 16-17.035 - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement for ADA Modifications for County Facilities and Parks between Escambia County, Florida, and Empire Builders Group, Inc., per the terms and conditions of PD 16-17.035, 2017 ADA Modifications for County Facilities and Parks, in the amount of $241,232 base bid, plus $70,096 alternate #3.

[Funds are available in: Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301, $5703; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301, $45,000; 2014 CDBG, Cost Center 370221, Object Code 56301, $45,000; and 2016 CDBG, Cost Center 370228, Object Code 56301, $215,625]

## BACKGROUND:

On November 19, 2015, Townes + Architects were tasked to perform a study to identify ADA compliance of County owned facilities that were not previously assessed for compliance with the Americans with Disability Act. The study was submitted on February 24, 2016. Seven facilities and eight Parks were identified as needing varying degrees of ADA modifications. The total estimated cost to modify all fifteen sites was estimated to be $940,000. Due to the limited availability of funds it was determined to phase the modifications based on funds available. The initial phase of the modifications included three County facilities as follows: the Billy G.Tennant Clinic, Beulah Community Center, and the Escambia County Animal Shelter and five County Parks as follows: John R. Jones Complex, Myrtle Grove Park, Ashton Brosnaham Park, Molino Athletic Park, and Bradberry Park. Funds for this project will come from the Community Development Block Grant (CDBG) which has available approximately $345,000 for this work.

The project was advertised for bids under PD #16-17.035 for the construction of the

required modifications on April 17, 2017 which included a base project for the Billy G. Tennant Clinic, Beulah Community Center, John R. Jones Complex, and Ashton Brosnaham Park with the other four sites as alternates due to funding restrictions. Two bids were received on May 25, 2017 with Empire Builders Group, Inc. being the lowest most responsive bidder in the amount of $241,232 for the base bid. Given the remaining funding available and facility use needs, staff recommends funding Alternate #3, Myrtle Grove Park in the amount of $70,096, for a total contract cost of $311,328.

The remaining three alternates from this bid, the Animal Shelter, Bradberry Park, and Molino Park will be funded in fall 2017 once the new CDBG Program allocation becomes available, which will have the parks ready for the spring 2018 season. Approximately $295,932 is anticipated to be available next fiscal year for ADA facility improvements subject to actual CDBG funding allocations from Congress. Funds remaining after completing the three remaining alternates will go toward preparation of architectural and engineering documents for the remaining seven facilities identified in the study, which will require future year CDBG funding to complete actual construction.

**BUDGETARY IMPACT:**

[Funds are available in: Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301, $5703; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301, $45,000; 2014 CDBG, Cost Center 370221, Object Code 56301, $45,000; and 2016 CDBG, Cost Center 370228, Object Code 56301, $215,625.]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in Compliance with the Escambia County, FL. Code of Ordinances, Chapter 46, Article ll.

Purchasing advertised the Invitation to Bid on April 17, 2017, and a total of eleven vendors were notified. Two vendors bids were received on May 25, 2017, and George Bush, Facilities Management Division Manager, and Meredith Reeves, Neighborhood Enterprise Division Manager approved the vendor, Empire Builders Group, Inc., as the most responsive and reasonable vendor per the Scope of Work and Specifications.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Purchase Order. Facilities Management will oversee the day to day Construction progress in coordination with the Parks and Recreation Department to minimize negative impact to Facilities. Neighborhood Enterprise Division will monitor the Contractor to ensure that CDBG regulations, including Labor Standards are met.

**Attachments**

Recommendation to Award Determination Checklist
Agreement
Bid Tab

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

**SECTION 1** - GENERAL INFORMATION SECTION -

Description: ADA Modifications to County Facilities and Parks

Bid Number: PD ~~99-00.~~ 16-17.035

Opening Date/Time: 5/16/17 POSTPONED TO 5/25/17 at 10:00

Purchasing Agent: Lester L. Boyd, Purchasing Coordinator

Client Department: Facilities Mgmt/NED Dept. Director/Designee: George Bush, Div Mgr or Meredith Reeves, Div Mgr

Protest Information: Not applicable

**Note: Purchasing will advise of any Protest(s)**

Requisition #_____

Fund: Fund 129/2012 CDBG, Cost Center 370211-$5703; 2013 CDBG, Cost Center 370218-$45,000;

Cost Center: 2014 CDBG, Cost Center 370221-$45,000; 2016 CDBG, Cost Center 370228-$215,625

Object Code: 56301

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation** __Yes __No
**Note: Attachments to Requisition shall Reference PD #**

Comments Applicable to General Information Section: Contractor must execute Federal labor packet and Federal Contract Compliance Provisions packet with County Contract

**SECTION 2** - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)
Recommend that the Board approve the base bid in the amount of $241,232 and alternate 3 for Myrtle Grove Park in the amount of $70,096 for a total amount of $311,328 and award the contract to Empire Builders.

Unit Price Extensions Checked by: G. Bush &/or M. Reeves

(Signature) 6/8/17 (Date)

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description:_____

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes __No Client Department ✓Yes __No
If Yes, Please Document in Space Provided:
Federal labor provisions, including DAVIS BACON, + Federal Contract Compliance, including HUD Section 3, must be documented

**SECTION 3** -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____
(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval: _____
(Signature)

**Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).**

**Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).**

**AGREEMENT FOR ADA MODIFICATIONS TO ESCAMBIA COUNTY FACILITIES AND PARKS (PD 16-17.035)**

**THIS AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Empire Builders Group, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 03-0542651, and whose principal address is 3217 Tallship Lane, Pensacola, Florida 32526.

**WITNESSETH:**

**WHEREAS**, on April 17, 2017, the County issued an Invitation to Bidders (PD 16-17.035) seeking a contractor to provide ADA modifications to Escambia County facilities and parks; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

**Section 1.** **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

**Section 2.** **Scope of Work.** Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and modification of County facilities and parks to comply with the requirements of the 2014 Florida Accessibility Code for Building Construction (FACBC) and the Americans with Disabilities Act (ADA) in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for "2017 ADA Modifications to Escambia County Facilities and Parks," Specification No. P.D. 16-17.035, attached hereto as **Exhibit A.** In the event of a conflict between the terms of the Exhibits referenced in this Agreement and this Agreement, the terms of this Agreement shall prevail.

**Section 3.** **Contract Amount.** In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor an amount not to exceed $311,328.00, hereinafter referred to as the "Contract Amount," for all work performed pursuant to this Agreement in accordance with the Schedule of Work, attached hereto as **Exhibit B.**

**Section 4.** **Method of Payment.**

4.1 Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of work performed pursuant to the Agreement with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

4.2 Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the work, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

4.3 The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Schedule for Completion; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement. Payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.4 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. After 50-percent completion of the Schedule of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After 50-percent completion of the Schedule of Work, the Contractor may request payment of up to one-half of the retainage held by the County. Release of any portion or percentage of sums retained prior to final completion of the Schedule of Work shall in no way imply approval or acceptance of Contractor's work. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

4.5 All payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

**Section 5. Schedule of Work and Liquidated Damages.**

5.1 Time is of the essence in the performance of the work under this Agreement. The "Initial Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence Phase 1 of the work on the Initial Commencement Date. No work shall be performed prior to the Initial Commencement Date. Any work performed by Contractor prior to the Initial Commencement Date shall be at the sole risk of Contractor. Further, no work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

5.2 The parties anticipate that the work shall be performed in three phases with commencement and completion dates as provided in the Schedule of Work, attached hereto as **Exhibit B.**

5.3 County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed in accordance with the schedule

provided in **Exhibit B.** Should Contractor fail to complete the work in accordance with the schedule provided in **Exhibit B,** County shall be entitled to assess, as **liquidated damages,** but not as a penalty, $50.00 for each calendar day thereafter until substantial completion of the relevant project phase is achieved.

5.3 Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time periods specified herein.

5.4 When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

**Section 6. Time Extensions.**

6.1 Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractor(s), as well as coordinating its work with all work of others at the project site(s), so that its work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work.

6.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within **forty-eight hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

6.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the schedule for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

6.4 Requests for delays/extensions due to adverse weather conditions shall meet the following conditions: a) Contractor notified the County in writing within **forty-eight hours** of the delay; b) the weather is unusual as documented by supporting data; c) the weather had an adverse impact on the Contractor's schedule; and d) the Contractor's logs corroborate the adverse impact.

**Section 7. Reports.**

7.1 Contractor shall maintain one record copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show any changes made during the work hereunder.

7.2 Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**Section 8. Project Site(s) Protection.**

8.1 Contractor agrees to keep the project site(s) clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the project site(s), as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the project site(s) clean and ready for occupancy by County.

8.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

8.3 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

**Section 9. Completion.**

9.1 Upon receipt of written notice that a project is ready for final inspection and acceptance, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Agreement, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance found to be due the Contractor is due and payable.

9.2 After Phase 3 of the project is ready for final inspection and acceptance by the County, the Contractor shall submit to County: (1) a Release and Affidavit in the form attached as **Exhibit C**; (2) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

9.3 After Phase 3 of the project is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, materialmen, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 10. Warranty.**

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the work performed pursuant to this Agreement.

**Section 11. Tests and Inspections.**

11.1 County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction shall have access at all times to the work, whether performed on or off of the project site(s), for observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

11.2 If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

11.3 If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

**Section 12. Defective Work.**

12.1 Work not conforming to the requirements of the Agreement shall be deemed defective work. If required by County, Contractor shall, as directed, either cure all defective work, whether or not fabricated, installed or completed, or if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

12.2 If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

12.3 If any portion of the work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

12.4 Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

12.5 If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the project site(s), take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the project site(s) and incorporate in the work all materials and equipment stored at the project site(s) or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the project site(s) as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

**Section 13. Termination.** This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

**Section 14. Indemnification.** Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**Section 15. Insurance.**

15.1 The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory Workers' Compensation.

15.2 It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

15.3 Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

15.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

**Section 16.** **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**Section 17.** **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. The Contractor shall submit a copy of all executed subcontracts within ten (10) days of execution. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**Section 18.** **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Empire Builders Group, Inc.
Attention: Michael Macchia
3217 Tallship Lane
Pensacola, FL 32526

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

**Section 19.** **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

**Section 20.** **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

**Section 21.** **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

**Section 22.** **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

**Section 23.** **Permits, License and Taxes.**

23.1 All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

23.2 Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

**Section 24.** **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

**Section 25.** **Miscellaneous.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**Section 26.** **Annual Appropriation.** Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**Section 27.** **Authority.** Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: _____
D.B. Underhill, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

**CONTRACTOR:**
**EMPIRE BUILDERS GROUP, INC.**

ATTEST:

By: _____
Michael Macchia, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/29/17

## ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on ON-LINE SOLICITATIONS

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

Corporate Identification

**Federal Identification Number:** _____
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

**Name of individual who will sign the instrument on behalf of the company:**

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**

_____

END

(850) 488-9000 Verified by: _____ Date: _____

## ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.035, "2017 ADA Modifications to County Facilities and Parks", Name of Submitting Firm, Time and Date due.**
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

**Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

**Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**SCOPE OF WORK**

Scope of Work- Escambia County ADA Modifications

This project consists of renovations and modifications at eight Escambia County owned and Operated facilities. The purpose of the project is to modify the existing sites and buildings to bring, to the greatest extent possible, the sites and facilities into compliance with the 2014 Florida Accessibility Code.

The site work generally consists of modifications to include, but not limited to new sidewalks, new accessible parking spaces, ramps and signage. The interior renovations include, but not limited to, renovations to toilet rooms, adding new water coolers, interior modifications to provide accessible routes, modifications to casework, replacing doors and windows, painting, flooring, toilet partitions and accessories, and new signage.

The work will be accomplished in three phases. There are four alternates. There are two unit Prices. Refer to the Bid Form for more information on the phasing and alternates.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of 5% of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond, or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**
The County shall require the successful offeror(s) to furnish **separate performance and payment bonds/a performance bond**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to **Lester L. Boyd, Purchasing Coordinator**, or (850) 595-4944, Fax: (850) 595-4805. Technical questions may be directed to **George C. Bush, Division Manager, (850) 595-3190, Fax: (850) 595-3192, Facilities Management, Meredith Reeves, Division Manager, (850) 595-4968.** Final Date for Solicitation Questions, **(5/08/2017).**

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.
The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference and Walkthrough**

All interested parties are invited to attend a non-mandatory pre-solicitation conference on **Thursday, April 27, 2017, commencing at 10:00 A.M., CDT,** at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation. Following the Pre-Bid there will be an on-site walkthrough. All are invited to attend.

7. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from **George Bush, Tel: (850) 595-3190.** Failure to visually inspect the facilities may be cause for disqualification of your offer.

8. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$150.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount

of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety, and Health Administration (OSHA) requirements.
Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.
In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

**Clerk of the Circuit Court**
**Attention: Accounts Payable**
**221 Palafox Place**
**Pensacola, FL. 32502**

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship **for a period of 1 (one) year** from date of delivery/acceptance by Escambia County.
Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

14. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.
The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.
The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

16. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.
The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

18. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

19. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

20. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

21. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.
The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than $1000.00 per individual transaction.
The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

22. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. Experience record showing the offeror's training and experience in similar work.
2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
3. List of equipment and facilities available to do the work.
4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

23. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.
Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee. Permits are also addressed in the Specifications Documents.

25. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

26. **Award**

Award shall be made on an "all-or-none total" basis with any or all combinations of alternates.

27. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

28. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

29. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

30. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

## Non-Contract Insurance Requirements

**Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Builders Risk Coverage**
Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Evidence/Certificates of Insurance**
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   **Escambia County**
   **Attention: Lester L. Boyd, Purchasing Coordinator**
   **Office of Purchasing, Room 11.101**
   **P.O. Box 1591**
   **Pensacola, FL. 32591-1591**
   **Fax: (850) 595-4805**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

# ESCAMBIA COUNTY
# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FEDERAL CONTRACT COMPLIANCE PROVISIONS
FOR
CONSTRUCTION PROJECTS
(FUNDED IN WHOLE OR IN PART WITH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

Updated: August 2016

# ESCAMBIA COUNTY
# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

## INFORMATION FOR BIDDERS

This project is financed through the Community Development Block Grant (CDBG) Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Section 3 Requirements: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12. USC 1701 U (Section 3). The purpose of Section 3 is to ensure that employment and other economic development opportunities generated by HUD assistance, to the greatest extent feasible, be directed to low and very low income persons. Section 3 businesses are encouraged to submit proposals.

Equal Opportunity/Affirmative Action: Minority and women-owned businesses are encouraged to submit bids.

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents. If applicable to this project, a separate Federal Labor Standards Packet will be provided.

## For your bid to be considered responsive, you must complete the following certification forms:

For ALL Bids:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
4. Anti-Lobbying Certification (FORM D)
5. Certification of M/W/DBE Designation (FORM E)
5. Documentation of MBE and WBE Subcontractor Solicitation (FORM F)
6. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Ability Form (FORM G)
7. Architect, Engineer, or Contractor Certification (FORM H)—ADA PROJECTS ONLY
8. Certification of Receipt of Federal Labor Standards Provisions (INCLUDED IN FEDERAL LABOR STANDARDS PACKET)

For Contracts Exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM I)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM J)

## Additional Certifications will be required by subcontractors prior to the start of work:

For ALL subcontracts:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (FORM C)
2. Anti-Lobbying Certification (FORM D)
3. Certification of M/W/DBE Designation (FORM E)
4. Certification of Receipt of Federal Labor Standards Provisions (INCLUDED IN FEDERAL LABOR STANDARDS PACKET)

For all subcontracts exceeding $10,000:

1. Certification of Non Segregated Facilities (FORM A)
2. Certification Regarding Equal Employment Opportunity (FORM B)

For subcontracts exceeding $100,000:

1. Certification Regarding Section 3 Provisions (FORM I)
2. Section 3 Affirmative Action Plan—including Table A and B only (FORM J)

## Submission of Section 3 Utilization Report for Contracts Exceeding $100,000:

Prime contractors must submit a Section 3 Utilization Report to Escambia County or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and ALL Subcontractors according to the Section 3 Affirmative Action Plan.

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**THIS PACKET CONTAINS THE FOLLOWING INFORMATION:**


**SECTION I:**
FORMS/CERTIFICATIONS — pages 4-18

**SECTION II:**
SECTION 3 INFORMATION AND REPORTING FORMS — pages 19-24

**SECTION III:**
REQUIRED PROJECT SIGN FORMAT — page 25

**SECTION IV:**
FEDERAL PROVISIONS — pages 26-40

FORM A

## CERTIFICATION OF NONSEGREGATED FACILITIES
(Contracts/Subcontracts Exceeding $10,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

| **Name and Title of Authorized Representative (Please Print or Type):** | |
|---|---|
| **Signature:** | **Date:** |

*NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work*

FORM B

## CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)
(Contracts and Subcontracts Exceeding $10,000)

**INSTRUCTIONS:**

This certification is required pursuant to Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the BIDDER has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

| CERTIFICATION BY (check one): ☐ CONTRACTOR ☐ SUBCONTRACTOR | |
|---|---|
| NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR (include ZIP CODE): | |
| 1. CONTRACTOR/SUBCONTRACTOR has participated in a previous contract or subcontract subject to the EEO Clause. Yes [ ] No [ ] | |
| 2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [ ] No [ ] | |
| 3. CONTRACTOR/SUBCONTRACTOR has filed all compliance reports due under applicable instructions, including SF 100. Yes [ ] No [ ] | |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes [ ] No [ ] | |
| **Name and Title of Authorized Representative (Please Print or Type):** | |
| **Signature:** | **Date:** |

*NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work*

*Contractors with 50 or more employees that have either a (1) contract, subcontract, or purchase order of $50,000 or more; or (2) serve as a depository of Government funds in any amount; or (3) are a financial institution serving as a issuing and paying agent of U.S. Savings Bonds and Savings notes are required to submit a SF 100, EEO-1 report annually, by September 1, documenting the number of employees by race, ethnicity, and gender for each of nine job categories.*

FORM C

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| **Name and Title of Authorized Representative (Please Print or Type):** | |
|---|---|
| **Signature:** | **Date:** |
| **Firm Name:** | |
| **Firm Address:** | |

FORM D

## ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

| **Name and Title of Authorized Representative (Please Print or Type):** | |
|---|---|
| **Signature:** | **Date:** |

FORM E

## CERTIFICATION OF MBE/WBE/DBE DESIGNATION

**Contractor ___DOES or ____DOES NOT qualify as an MBE/WBE/DBE FIRM**

The undersigned swears that the foregoing statements are made as part of this application are true and correct and includes all material information necessary to:

**1. Name and Address of Company:**

| **2. Identify the Ownership Thereof:** | **% of Ownership** |
|---|---|
| | |
| | |
| | |
| | |

**3. Provide DOCUMENTATION that the company/firm is designated as a (check all that apply):**

- ☐ **Minority Business Enterprise (MBE)**
- ☐ **Women Business Enterprise (WBE)**
- ☐ **Disadvantage Business Enterprise (DBE)**

| **Name and Title of Authorized Representative (Please Print or Type):** | |
|---|---|
| **Signature:** | **Date:** |

**WITNESSES:**

| | |
|---|---|
| **By:** | **Print Name:** |
| **By:** | **Print Name:** |

FORM F

## DOCUMENTATION OF MBE AND WBE SUBCONTRACTOR SOLICITATION

All bidders are required in accordance with 24 CFR 85.36 (e)(2)(vi) to document efforts to solicit minority-owned and women-owned subcontractors if subcontracts are to be let. Failure to document these efforts and complete this certification will cause the bid to be non-responsive and possibly rejected.

At a minimum, bidders are required to take the following action:

Assuring that minority businesses and women's business enterprises are solicited whenever they are potential sources by including written documentation of such action with the bid proposal. Written documentation may include, for example, (1) written quotes from MBEs and WBEs; (2) letters of solicitation prepared by the bidder and sent to MBEs and WBEs who may be potential sources; and (3) written accounts of phone solicitations of MBEs and WBEs. Such accounts must include the name of the MBE or WBE firm, mailing address, phone number and contact person at the MBE or WBE firm.

☐ I hereby certify that the ATTACHED DOCUMENTATION of efforts to solicit MBE and WBE subcontractors is to the best of my knowledge true and accurate. Furthermore, I understand that the ATTACHED DOCUMENTATION will be verified prior to awarding a contract.

☐ I hereby certify that no subcontracts will be let on this project

| **Name and Title of Authorized Representative (Please Print or Type):** | |
|---|---|
| **Signature:** | **Date:** |
| **Firm Name:** | |
| **Firm Address:** | |

FORM G

## CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY

NAME OF COMPANY: _____
ADDRESS OF COMPANY: _____

TYPE OF BUSINESS:
☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

ATTACHED is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:
☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For business entity as applicable:
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of Owners/Stockholders and % ownership each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers ☐ Additional documentation
☐ Organization chart with names and titles and brief function statement

For business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 business:
☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full time employees ☐ List of employees claiming Section 3 status
☐ PHA/HA Residential lease less than 3 years from the date of employment
☐ Other evidence of Section 3 status less than 3 years from the date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current financial statement
☐ Statement of ability to comply with public policy
☐ Listed of owned equipment
☐ List of all contracts for the past two years

| **Name and Title of Authorized Representative (Please Print or Type):** | |
|---|---|
| **Signature:** | **Date:** |

WITNESSES:

| **By:** | **Print Name:** |
|---|---|
| **By:** | **Print Name:** |

**Contractor ___DOES or ____DOES NOT qualify as a Section 3 business**

FORM H

**ARCHITECT, ENGINEER OR CONTRACTOR'S CERTIFICATION**
**(for ADA PROJECTS ONLY)**

COMPLIANCE WITH MINIMUM STANDARDS FOR

ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Contract No. _____

Project Name: 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS

Location: **CDBG TARGETED CENSUS TRACTS IN ESCAMBIA COUNTY**

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for making Buildings and Facilities Accessible to and Usable By the Physically Handicapped, Number A-117.1R-1972 (as modified by CFR 101-19.603).

Architect, Engineer or
Contractor for the
Project: 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS
(Legal Name and Address)

_____

_____

Registration Number: _____

Signature: _____

_____
(Print Name)

FORM I

## CERTIFICATION OF SECTION 3 PROVISIONS
(Contracts/Subcontracts Exceeding $100,000)

Name of Contractor/Subcontractor: _____

Project Name and Number: 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 Plan was prepared and submitted as part of the bid proceedings.

| **Name and Title of Authorized Representative (Please Print or Type):** | |
|---|---|
| **Signature:** | **Date:** |

*NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) if applicable prior to start of work*

FORM J

## CONTRACTOR SECTION 3 AFFIRMATIVE ACTION PLAN

If award is received, _____ (Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within Escambia County, Florida.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.

*D. To insert this Section 3 plan in all bid documents and in subcontracts over $100,000, and to require all bidders or subcontractors to submit Tables A and B from said subcontractors and to obtain all documentation for completion of Tables C and D prior to final payment. Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

J. To list on Table A, information related to proposed subcontractors to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____.
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

| **Company Name:** | |
|---|---|
| **Name and Title of Authorized Representative (Please Print or Type):** | |
| **Signature:** | **Date:** |

## TABLE A
## BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

| TYPE OF CONTRACT (BUSINESS OR PROFESSION) | TOTAL NUMBER OF CONTRACTS | TOTAL APPROXIMATE DOLLAR AMOUNT | ESTIMATED NUMBER OF CONTRACTS TO SECTION 3 BUSINESSES* | ESTIMATED DOLLAR AMOUNT TO SECTION 3 BUSINESSES* |
|---|---|---|---|---|
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|---|---|
| **Company Name:** | |
| **Name and Title of Authorized Representative (Please Print or Type):** | |
| **Signature:** | **Date:** |
| **Project Name:** 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS | **Project No:** |

## TABLE B
## BIDDER'S SECTION 3 ESTIMATED NEW HIRES

| JOB CATEGORY | ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT | NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES | NO OF POSITIONS NOT OCCUPIED | NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS* |
|---|---|---|---|---|
| OFFICER/SUPERVISIORS | | | | |
| PROFESSIONALS | | | | |
| TECHNICAL | | | | |
| HSG SALES/RENTAL MGMT | | | | |
| OFFICE/CLERICAL | | | | |
| SERVICE WORKERS | | | | |
| OTHERS | | | | |
| TRADE: | | | | |
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| TRAINEES | | | | |
| OTHERS | | | | |
| TRADE: | | | | |
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| TRAINEES | | | | |
| OTHERS | | | | |

| | |
|---|---|
| **Company Name:** | |
| **Name and Title of Authorized Representative (Please Print or Type):** | |
| **Signature:** | **Date:** |
| **Project Name:** 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS | **Project No:** |

*Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size

## TABLE C
## CONTRACTORS'S SECTION 3 NEW HIRES REPORT

| JOB CATEGORY | ESTIMATED TOTAL POSITIONS NEEDED FOR PROJECT | NO. OF POSITIONS OCCUPIED BY PERMANENT EMPLOYEES | NO OF POSITIONS NOT OCCUPIED | NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS* |
|---|---|---|---|---|
| OFFICER/SUPERVISIORS | | | | |
| PROFESSIONALS | | | | |
| TECHNICAL | | | | |
| HSG SALES/RENTAL MGMT | | | | |
| OFFICE/CLERICAL | | | | |
| SERVICE WORKERS | | | | |
| OTHERS | | | | |
| TRADE: | | | | |
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| TRAINEES | | | | |
| OTHERS | | | | |
| TRADE: | | | | |
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| TRAINEES | | | | |
| OTHERS | | | | |

*NOTE: Must be submitted by Contractor prior to final draw.*

| | |
|---|---|
| **Company Name:** | |
| **Name and Title of Authorized Representative (Please Print or Type):** | |
| **Signature:** | **Date:** |
| **Project Name:** 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS | **Project No:** |

***Section 3 Resident: Individual residing within the County in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size**

**TABLE D**
**CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT**

| **Prime Contractor:** | **Address:** |
|---|---|
| **Project Name:** 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS | **Contract Amount:** |

| Name of Subcontractor | Section 3 business (Y/N)? | Address/Phone | Trade, Service or Supply | Contract Amount | Award Date | Competitive or Negotiated Bid? | FED ID # |
|---|---|---|---|---|---|---|---|
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TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: $_____

A Section 3 Business concern is a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

# SECTION II

## SECTION 3 - ECONOMIC OPPORTUNITIES

**What is Section 3?**

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

**Section 3 Policy**

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

**Who are Section 3 residents?**

**Section 3 residents** are:

- Public housing residents
- **Low and very-low income** persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

**Determining Income Levels**

- **Low income** is defined as 80% or below the median income of that area
- **Very low income** is defined as 50% or below the median income of that area.
- Current income levels by household size for the **Escambia County area** are provided in the table below (2017):

| # PERSONS IN FAMILY | 50% OF MEDIAN | 80% OF MEDIAN |
|---|---|---|
| 1 | $21,700 | $34,750 |
| 2 | 24,800 | 39,700 |
| 3 | 27,900 | 44,650 |
| 4 | 31,000 | 49,600 |
| 5 | 33,500 | 53,600 |
| 6 | 36,000 | 57,550 |
| 7 | 38,450 | 61,550 |

**What is a Section 3 business & what types of economic opportunities are available under Section 3?**

A **Section 3 business** is a business:

- That is at least 51 percent or more owned by Section 3 residents,

- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or

- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Types of Opportunities:

- Job training

- Employment

- Contracts

Examples include:

| Administrative/ Management | Services | Construction |
|---|---|---|
| accounting | appliance repair | architecture |
| payroll | florists | bricklaying |
| research | marketing | carpentry |
| bookkeeping | carpet installation | cement/masonry |
| purchasing | janitorial | demolition |
| word processing | photography | drywall |
| | catering | electrical |
| | landscaping | elevator construction |
| | printing | engineering |
| | computer/information | fencing |
| | manufacturing | heating |
| | transportation | iron works |
| | | machine operation |
| | | painting |
| | | plastering |
| | | plumbing |
| | | surveying |
| | | tile setting |

**Who will award the economic opportunities?**

Recipients of HUD financial assistance ***and their contractors and subcontractors are required*** to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

**Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing

- Persons in the area where the HUD financial assistance is expended

- Participants in HUD Youthbuild programs

- Homeless persons

**How can businesses find Section 3 residents to work for them?**

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

**Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

## SECTION 3 COMPLIANCE REPORT

Attached is a sample SECTION 3 SUMMARY REPORT to be completed by every contractor/subcontractor awarded a construction contract of $100,000 or more on a CDBG project and must be submitted to County before final funds are released.

PDF or Excel Version may be requested from the Escambia County Neighborhood Enterprise Division at ned@myescambia.com or 850-595-0022.

# Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

| 1. Recipient Name & Address: (street, city, state, zip) | 2. Federal Identification: (grant no.) | 3. Total Amount of Award: |
|---|---|---|
| | 4. Contact Person | 5. Phone: (Include area code) |
| | 6. Length of Grant: | 7. Reporting Period |
| 8. Date Report Submitted: | 9. Program Code: (Use separate sheet for each program code) | 10. Program Name: |

**Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)**

| A<br>Job Category | B<br>Number of New Hires | C<br>Number of New Hires that are Sec. 3 Residents | D<br>% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents | E<br>% of Total Staff Hours for Section 3 Employees and Trainees | F<br>Number of Section 3 Trainees |
|---|---|---|---|---|---|
| Professionals | | | | | |
| Technicians | | | | | |
| Office/Clerical | | | | | |
| Construction by Trade (List) Trade | | | | | |
| Trade | | | | | |
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| Other (List) | | | | | |
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| Total | | | | | |

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization
4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement
8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs



form HUD 60002 (6/2001)
Ref 24 CFR 135

**Part II: Contracts Awarded**

1. Construction Contracts:

| | |
|---|---|
| A. Total dollar amount of all contracts awarded on the project | $ |
| B. Total dollar amount of contracts awarded to Section 3 businesses | $ |
| C Percentage of the total dollar amount that was awarded to Section 3 businesses | % |
| D. Total number of Section 3 businesses receiving contracts | |

2. Non-Construction Contracts:

| | |
|---|---|
| A. Total dollar amount all non-construction contracts awarded on the project/activity | $ |
| B. Total dollar amount of non-construction contracts awarded to Section 3 businesses | $ |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | % |
| D. Total number of Section 3 businesses receiving non-construction contracts | |

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
____ Other, describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

# SECTION III

PROJECT SIGN

**REQUIRED PROJECT SIGN:**

---

**2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS**

Funded By: U. S. Department of Housing and Urban Development

Funded With: Community Development Block Grant (CDBG) Dollars

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**BOARD OF COUNTY COMMISSIONERS**

**Wilson Robertson**
Vice Chair, District One

**Douglas Underhill**
District Two

**Lumon J. May**
District Three

**Grover C. Robinson, IV**
Chairman, District Four

**Steven Barry**
District Five

**Jack R. Brown,** County Administrator

---

Engineer:

Contractor: **(CONTRACTOR)**

---

NOTE: **Contractor will appropriately revise above sign in the event officials denoted should change during bid process.**

# SECTION IV

## FEDERALLY RELATED CONTRACT PROVISIONS AND WAGE RATE INFORMATION

**THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project, including applicable Wage Rates which must be paid to workers on the job. All of the requirements in this section should be carefully reviewed by the Bidder/Contractor and all Subcontractors.

Each Contractor must conform with the following:

I. Compliance with Determination of Prevailing Wage Rate and Affidavit

A. **The Contractor shall affirm, to the satisfaction of the County, that all wage rates paid to any worker engaged in any craft or occupation, in the performance of the work for which this contract shall be made, shall be not less than those rates specified in the attached Wage Determination FL170247/BUILDING & FL170208/HIGHWAY dated 1/6/17 issued by the U. S. Department of Housing and Urban Development. This requirement shall extend to all employees provided by a subcontractor and similarly employed in the performance of this contract.**

B. All contractors and subcontractors engaged in any manner whatsoever in any aspect of the performance of this contract shall execute an affidavit stating that a schedule of prevailing wage rates, as required by Title 29, Part 5(a)(1) of the Code of Federal Regulations, has been posted as required on the premises of the work to be done. A copy of the Wage Determination and a copy of the form of Affidavit required are included in the LABOR STANDARDS PROVISIONS PACKET.

C. All contractors and subcontractors must submit certified Weekly Payroll Reports using HUD Form WF 347 or an equivalent document providing the required information.

II. Standard Contract Provisions **(Full Text Attached)**

All applicable Federal provisions are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Labor Standards Provisions
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Based Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women Owned Business Listings
15. Americans with Disabilities Act (ADA)

Each should be carefully reviewed by the bidder to assure existing compliance and/or the capacity to comply with said provisions.

**III. Affirmative Action Plan**

The successful bidder must provide documentation that the company has duly adopted an Affirmative Action Plan, and must provide at least one (1) copy of the Plan with the bid submission.

**IV. HUD Section 3 Plan and Compliance Requirements**

The successful Bidder must complete an acceptable Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities (forms enclosed).

**V. Access to Related Documents**

Bidder understands that acceptance of this contract assures that the County, Department of Housing and Urban Development, Florida Department of Community Affairs, Comptroller General of the United States, or any duly authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained for a period of at least three (3) years and longer should they be the subject of inspection, litigation, or under review.

**VI. Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

*The Contractor will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.*

**VII. Reporting, Copyrights, and Patents**

All required reports will be promptly submitted to the County and/or other Federal/State agencies and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency and will be made available as directed by such agency.

**VIII. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity"**

A. Activities and Contracts Not Subject to Section 202 (applicable to Federally assisted construction

contracts and related subcontracts $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed , and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non- discrimination clause. The Contractor shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202 (all contracts/subcontracts above $10,000)

(1.) Section 202 Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

(a) 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 a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) 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 without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sections of noncompliance: *Provided,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding $10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Female participation: 6.9% (statewide)**

**Minority participation 19.9%**

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**

(3.) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

I. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

iv. "Minority" includes:
(A.) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(B.) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(C.) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(D.) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(c.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors

must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs (g) (i) through (xvi) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

(g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

i. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by

the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

v . Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

ix. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

x. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations g(i) through (xvi). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(i) through (xvi). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

(j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(l) The Contractor shall carry out-sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its Implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph g of these

specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(n) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and encourage present minority and female employees to recruit other minority persons and women and, where reasonable, upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business and Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, it successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts $2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

**IX. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a

facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

## X. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures):

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Pain t Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations there under (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

## 11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

## 12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

## 13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/Jacksonville Office, the Florida Office of Supplier Diversity, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

## 14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.25/hour be paid (unless higher rates are required by Florida Statute, wherein the higher of the Federal minimum wage rate or the Florida minimum wage rates shall be paid);
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;

8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

***NOTE: The Minimum Wage required in the State of Florida is currently $8.10 per hour. Therefore, contractors must pay at least this amount to hourly workers.***

15. **Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. **Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. **Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

In the event that any ground disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300 foot radius and the materials protected. Notify the Escambia County Neighborhood Enterprise Division immediately for contact with the State Historic Preservation Officer and other relevant entities to provide input before construction resumes.

18. **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

## 19. Energy Efficiency

The Contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the Florida State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## 20. Environmental Compliance

As described elsewhere in this document, if this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15). The Contractor shall include this clause in any subcontracts over $100,000.

# ESCAMBIA COUNTY
# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

## FEDERAL CONTRACT COMPLIANCE PROVISIONS
## (LABOR STANDARDS PROVISIONS)
## FOR
## CONSTRUCTION PROJECTS

(FUNDED IN WHOLE OR IN PART WITH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDING OBTAINED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

**Updated: August 2016**

# ESCAMBIA COUNTY
# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

## INFORMATION FOR BIDDERS

This project is financed through the Community Development Block Grant (CDBG) Program with funds obtained from the U.S. Department of Housing and Urban Development (HUD).

Federal Labor Standards: This project is subject to Federal Labor Standards Requirements, including Davis Bacon requirements, Copeland Act, and Contract Work Hours and Safety Standards. All work performed on the project will be subject to the approved wage determination rates in bid documents.

Other Federal Requirements are included in separate packet.

**Bidders must complete the following Certification Form and return with Bid:**

1. Certification of Receipt of Federal Labor Standards Provisions (page 9)

## *FEDERAL LABOR STANDARDS PROVISIONS*

## ***DAVIS/BACON AND RELATED ACTS CONTRACT PROVISIONS***

THE WAGE DECISION, EEO POSTERS, AND CONTRACT WORK HOURS ACT INFORMATION PROVIDED IN THIS SECTION OF THE BID DOCUMENT ARE REQUIRED BY FEDERAL STATUTE AND/OR REGULATION, AND MUST BE OBSERVED BY ANY CONTRACTOR(S) OR SUBCONTRACTOR(S) COMPLETING WORK ON THE SUBJECT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FINANCED PUBLIC IMPROVEMENT PROJECT. SUCH MATERIALS AND INFORMATION MUST BE MADE AVAILABLE TO PERSONS WORKING ON THE SUBJECT PROJECT, AND MUST BE PROMINENTLY AND ACCESSIBLY POSTED ON THE PROJECT SITE DURING THE ENTIRE CONSTRUCTION PERIOD AS PRESCRIBED HEREIN. THE SITE POSTING WILL BE VERIFIED BY COUNTY AND CDBG INSPECTORS. FAILURE TO PROPERLY POST THE REQUIRED INFORMATION WILL LEAD TO CENSURE UNDER THE FEDERAL CONTRACT WORK HOURS ACT AND/OR THE FEDERAL LABOR STANDARDS PROVISIONS THAT GOVERN COMPLETION OF THIS PROJECT.

### FEDERAL LABOR STANDARDS PROVISIONS (DAVIS-BACON ACT, COPELAND ACT, AND CONTRACT WORK HOURS & SAFE STANDARDS ACT)

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The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CERTIFICATION OF RECEIPT**
**OF FEDERAL LABOR STANDARDS PROVISIONS**
**(must be completed by ALL BIDDERS)**

This is to acknowledge receipt of the U.S. Department of Housing and Urban Development (HUD) packet containing U.S. Labor Standards Provisions concerning:

| | |
|---|---|
| **PROJECT NAME:** | 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS |
| **PROJECT NUMBER:** | |
| **PROJECT LOCATION/ADDRESS:** | |

Further, I hereby certify that I have on this date, read, examined, understood, and acknowledged the contents of U.S. Labor Standards Provisions, particularly the provisions contained in **Wage Decision No. FL 170247 (BUILDING) dated 2/3/17 & FL170208 (HIGHWAY) dated 1/6/2017** that is applicable to the project

| | |
|---|---|
| **Name and Title of Authorized Representative (Please Print or Type):** | |
| **Signature:** | **Date:** |
| **Firm Name:** | |
| **Firm Address:** | |
| **Phone:** | **Fax:** |
| **Fed ID #:** | **DUNS #:** |

**CHECK ONE: ☐ CONTRACTOR ☐ SUBCONTRACTOR ☐ OTHER _____**

*NOTE: Form must be submitted by contractor at submission of bid and submitted by subcontractor(s) prior to start of work*

## SUPPLEMENT TO CDBG PROJECT: 2017 ADA MODIFICATIONS TO COUNTY FACILITIES AND PARKS

This project consists of two wage determinations: Building and Highway. When determining what wage rate to use, the general contractor must evaluate the type of work being performed and use the applicable one. HUD/Neighborhood Enterprise Division is requiring that two separate payrolls be submitted based on wage determination.

**Building Wage Determination**

Definition by Department of Labor - Includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.
Eligible Activities (Building)

- Doors
- Walkways
- Restrooms
- Concession Stands
- Signage
- Storage Rooms
- Installation of Drinking Fountains
- Handrails

**Highway Wage Determination**

Definition by Department of Labor - Includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.
Eligible Activities (Site Specific)

- Parking Spaces
- Sidewalks
- Striping
- Walkways
- Paving

Further questions may be directed to Christine Crespo at cmcrespo@myescamia.com or 850-595-0838.

**CURRENT WAGE DECISION (MUST BE POSTED AT THE JOB SITE):**

General Decision Number: FL170247 02/03/2017 FL247

Superseded General Decision Number: FL20160247

State: Florida

Construction Type: Building

County: Escambia County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/06/2017 |
| 1 | 02/03/2017 |

* ELEV0124-002 01/01/2017

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 39.04 | 31.585 |

FOOTNOTE:
A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

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ENGI0487-021 07/01/2016

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Crane | | |

All Cranes 160 Ton
Capacity and Over.....$ 33.05 9.20
All Cranes Over 15 Ton
Capacity..... $ 32.05 9.20
OPERATOR: Forklift.....$ 23.25 9.20
OPERATOR: Mechanic.....$ 32.05 9.20
OPERATOR: Oiler.....$ 23.50 9.20

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IRON0402-001 10/01/2015

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL..... | $ 22.34 | 10.15 |

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PLUM0234-011 09/01/2016

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER (Includes HVAC Pipe and Unit Installation)..... | $ 28.39 | 12.50 |

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SUFL2014-011 08/16/2016

| | Rates | Fringes |
|---|---|---|
| CARPENTER..... | $ 15.87 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | $ 16.07 | 0.00 |
| ELECTRICIAN..... | $ 15.50 | 1.23 |
| GLAZIER..... | $ 14.00 | 0.00 |
| INSULATOR: Mechanical (Duct, Pipe and Mechanical System Insulation)..... | $ 20.78 | 10.89 |
| IRONWORKER, REINFORCING..... | $ 22.81 | 11.58 |
| IRONWORKER, STRUCTURAL..... | $ 23.79 | 8.74 |
| LABORER: Common or General..... | $ 10.41 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | $ 11.69 | 0.00 |
| LABORER: Pipelayer..... | $ 13.56 | 1.34 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | $ 22.07 | 8.80 |
| OPERATOR: Bulldozer..... | $ 15.40 | 1.90 |
| OPERATOR: Grader/Blade..... | $ 18.97 | 0.00 |

| | | |
|---|---|---|
| OPERATOR: Loader..... | $ 14.83 | 1.84 |
| OPERATOR: Roller..... | $ 14.43 | 4.78 |
| PAINTER: Brush, Roller and Spray..... | $ 14.54 | 2.01 |
| PLUMBER..... | .S 19.40 | 0.36 |
| ROOFER..... | $ 16.99 | 0.00 |
| SHEET METAL WORKER, Includes HVAC Duct Installation..... | S 20.05 | 0.00 |
| TILE SETTER..... | $ 18.01 | 0.00 |
| TRUCK DRIVER: Dump Truck..... | $ 13.22 | 2.12 |
| TRUCK DRIVER: Lowboy Truck..... | S 14.24 | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).
Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Superseded General Decision Number: FL20160208 01/06/2017 FL208

State: Florida

Construction Type: **Highway**

County: Escambia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/06/2017 |

* SUFL2013-026 08/19/2013

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 13.71 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER, Includes Form Work | $ 12.33 | 0.00 |
| ELECTRICIAN | $ 22.11 | 0.00 |
| HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine) | $ 13.81 | 0.00 |
| HIGHWAY/PARKING LOT STRIPING: Painter | $ 12.13 | 0.00 |
| IRONWORKER, ORNAMENTAL | $ 13.48 | 0.00 |
| IRONWORKER, REINFORCING | $ 16.24 | 0.00 |
| IRONWORKER, STRUCTURAL | $ 16.42 | 0.00 |
| LABORER (Traffic Control Specialist) | $ 11.51 | 0.00 |

| | | |
|---|---|---|
| LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor | $ 12.16 | 0.00 |
| LABORER: Common or General | $ 10.84 | 0.00 |
| LABORER: Flagger | $ 10.25 | 0.00 |
| LABORER: Grade Checker | $ 10.83 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete | $ 12.81 | 0.00 |
| LABORER: Pipelayer | $ 11.70 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe | $ 13.55 | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader | $ 14.07 | 0.00 |
| OPERATOR: Broom/Sweeper | $ 11.10 | 1.89 |
| OPERATOR: Bulldozer | $ 14.25 | 0.00 |
| OPERATOR: Concrete Finishing Machine | $ 15.44 | 0.00 |
| OPERATOR: Crane | $ 21.23 | 0.00 |
| OPERATOR: Curb Machine | $ 19.21 | 0.00 |
| OPERATOR: Drill | $ 14.78 | 0.00 |
| OPERATOR: Forklift | $ 12.29 | 0.00 |
| OPERATOR: Gradall | $ 14.71 | 0.00 |
| OPERATOR: Grader/Blade | $ 16.09 | 0.00 |
| OPERATOR: Loader | $ 12.46 | 0.00 |
| OPERATOR: Mechanic | $ 15.84 | 0.00 |
| OPERATOR: Milling Machine | $ 13.29 | 1.92 |
| OPERATOR: Oiler | $ 16.32 | 0.00 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete) | $ 13.15 | 0.00 |
| OPERATOR: Piledriver | $ 17.23 | 0.00 |
| OPERATOR: Post Driver (Guardrail/Fences) | $ 17.02 | 0.00 |

OPERATOR: Roller.....$ 12.31 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.71 0.00

OPERATOR: Trencher.....$ 16.04 0.00

PAINTER: Spray.....$ 19.57 0.00

TRUCK DRIVER: Dump Truck.....$ 11.00 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 13.35 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 12.90 0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

**AFFIDAVIT**
**(TO BE COMPLETED BY AWARDED CONTRACTOR)**

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

Before me, the undersigned authority, personally appeared _____, who, first being duly sworn, upon his oath deposes and says:

That s/he is the CONTRACTOR on the following public project:

| | |
|---|---|
| **PROJECT NAME:** | 2017 ADA MODIFICATIONS TO COUNTY FACILITIES & PARKS |
| **PROJECT NUMBER:** | |
| **PROJECT LOCATION/ADDRESS:** | |

| | |
|---|---|
| **CONTRACTOR:** | |
| **ADDRESS:** | |
| **CONTRACTING AUTHORITY:** | ESCAMBIA COUNTY |
| **PREVAILING WAGE DETERMINATION NO.:** | FL 170247 (BUILDING) dated 2/3/17 & FL170208 (HIGHWAY) dated 1/6/2017 |

That a schedule of prevailing wages required by Title 29, Part 5(a)(1) of the Code of Federal Regulations, has been posted and is being permanently maintained throughout the construction in a secure, protected and prominent place on the premises where the construction is being performed. Further, that EEO and Labor Standards requirements have been posted in an accessible location and are being maintained at the construction site throughout the project.

_____
(Signed)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is _____, of _____, who did/did not take an oath and who:

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal must be affixed)

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

# EQUAL EMPLOYMENT OPPORTUNITY
# *IT'S THE LAW*

## Private Employment, State and Local Governments, Educational Institutions

Race, Color. Religion, Sex, National Origin:
Title VII of the Civil Rights Act of 1964. as amended. prohibits discrimination in hiring. promotion. discharge, pay, fringe benefits. and other aspects of employment. on the basis of race. color. religion. sex or national origin.

Applicants to and employees of most private employers, state and local governments and public or private educational institutions are protected. Employment agencies. labor unions and apprenticeship programs also are covered.

Age:
The Age Discrimination in Employment Act of 1967. as amended. prohibits age discrimination and protects applicants and employees 40 years of age or older from discrimination in hiring, promotion. discharge, pay. fringe benefits and other aspects of employment. The law covers most private employers. state and. local governments. educational institutions. employment agencies and labor organizations.

Sex (wages):
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above). the Equal Pay Act of 1963. as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment. The law covers most private employers. state and local governments and educational institutions. Labor organizations cannot cause employers to violate the law. Many employers not covered by Title VII. because of size. are covered by the Equal Pay Act.

If you believe that you have been discriminated against under any of the above laws. you immediately should contact-.

The U.S. Equal Employment Opportunity Commission 2401 E Street. N.W.. Washington, D.C. 20507 or an EEOC field office by calling toll free 800-USA-EEOC. Field office by calling toll free 800-USA-EEOC.(For the hearing impaired. EEOCs TDD number is 202-634-7057.]

## Employers holding Federal contracts or Subcontracts

Race, Color. Religion, Sex, National Origin: Executive Order 11246. as amended. prohibits job discrimination on the basis of race. color. religion. sex or national origin. and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Handicap: Section 503 of the Rehabilitation Act of 1973, as amended. prohibits job discrimination because of handicap and requires affirmative action to employ and advance in employment qualified handicapped individuals who, with reasonable accommodation. can perform the functions of a job.

Vietnam Era and Special Disabled Veterans:38 U.S.C. 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified. Vietnam era veterans and qualified special disabled veterans.
Applicants to and employees of companies with a Federal government contract or subcontract are protected under the authorities above. Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under Executive Order 11246. as amended, Section 503 of the Rehabilitation Act *or* 38 U.S.C. 2012 of the Vietnam Era Veterans Readjustment Assistance Act should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP) Employment Standards Administration. U.S. Department of Labor 2W Constitution Avenue, N.W.. Washington. D.C.20210 (202) 523-8743. or an OFCCP regional or area office. listed in most telephone directories under U.S. Government. Department of Labor

Handicap: Section 504 of the Rehabilitation Act of 1973, as amended. Prohibits employment discrimination on the basis of handicap in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against handicapped persons who with reasonable accommodation can perform the essential functions of a job.

Race, Color, National Origin: In addition to the Protection of Title VII of the Civil Rights Act of 1964. Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin In programs or activities receiving Federal

financial assistance. Employment discrimination is covered by Title VI. If the primary objective of the financial assistance is provision of employment. or where employment discrimination causes or may cause discrimination in providing services under such programs.

If you believe you have been discriminated against in a program which receives Federal assistance. you should immediately contact the Federal agency providing such assistance.

DAVIS BACON POSTER: MUST BE POSTED AT JOB SITE (CONTACT ESCAMBIA COUNTY NED FOR COPIES IF NEEDED).

# EMPLOYEE RIGHTS
## UNDER THE DAVIS-BACON ACT
## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

| | |
|---|---|
| **PREVAILING WAGES** | You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform. |
| **OVERTIME** | You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions. |
| **ENFORCEMENT** | Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment. |
| **APPRENTICES** | Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs. |
| **PROPER PAY** | If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below: |

Christine Crespo, Compliance Coordinator
Neighborhood Enterprise Division
Escambia County Neighborhood & Human Services Department
221 Palafox Place, Suite 200
Pensacola, FL 32502
Phone: 850 595 0022

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

**1-866-4-USWAGE**
(1-866-487-9243) TTY: 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

## SAMPLE WEEKLY PAYROLL REPORT FORM AND CERTIFICATION PROVIDED FOR BIDDER REVIEW

(This section includes suggested weekly payroll reporting format and THE REQUIRED CERTIFICATION language. Contractors using computerized payroll reporting software may utilize such report forms as long as they incorporate information cited in the attached document. However, in all instances the payroll report must be accompanied by the CERTIFICATION as executed by a corporate officer or duly authorized representative of the corporation. Bidders should familiarize themselves and their payroll staff with these documents and the required information).

U.S DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

Form Approved
Budget Bureau No. 44-R1093

# PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

| NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___ | | ADDRESS | |
|---|---|---|---|
| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |

| (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) # OF EXEMPTIONS | (3) WORK CLASSIFICATION | OT OR ST | (4) DAY AND DATE — HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
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FORM WH-347 (1/88)

U.S. Department of Labor
Wage and Hour Division

Form Approved
Budget Bureau No. 44-R1093

# STATEMENT OF COMPLIANCE

Date _____

I, _____, _____ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____;
(Contractor or Subcontractor)

that during the payroll period commencing on the ____ day of _____, 19__ and ending the ____ day of _____, 19__, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person and that no deductions have been made either
(Contractor or Subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____
_____
_____
_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therin for each laborer or mechanic conform iwht the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United State Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTIONS (CRAFT) | |
|---|---|
| | |
| | |
| | |
| | |
| Remarks | |
| Name and Title | Signature |

The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.

Form WH-348 (1/68) Purchase this form directly from the Supt. of Documents

# Record of Employee Interview

**U.S. Department of Housing and Urban Development**
**Office of Labor Relations**

OMB Approval No. 2501-0008
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring the information will be used to test the veracity of certified payroll reports submitted by the employer. Sensitive Information The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

| 1a Project Name | | | 2a. Employee Name | | |
|---|---|---|---|---|---|
| 1b Project Number | | | 2b. Employee Phone Number (including area code) | | |
| 1c. Contractor or Subcontractor (Employer) | | | 2c. Employee Home Address & Zip Code | | |
| | | | 2d. Verification of identification? Yes ☐ No ☐ | | |
| 3a. How long on this job? | 3b. Last date on this job before today? | 3c. No. of hours last day on this job? | 4a. Hourly rate of pay? | 4b Fringe Benefits? Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐ | 4c. Pay stub? Yes ☐ No ☐ |

5 Your job classification(s) (list all) — continue on a separate sheet if necessary

6 Your duties

7 Tools or equipment used

| | Y | N | | Y | N |
|---|---|---|---|---|---|
| 8. Are you an apprentice or trainee? | ☐ | ☐ | 10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? | ☐ | ☐ |
| 9. Are you paid for all hours worked? | ☐ | ☐ | 11. Have you ever been threatened or coerced into giving up any part of your pay? | ☐ | ☐ |

| 12a. Employee Signature | 12b. Date |
|---|---|

13 Duties observed by the interviewer (Please be specific.)

14 Remarks

| 15a. Interviewer name (please print) | 15b. Signature of Interviewer | 15c. Date of Interview |
|---|---|---|

## Payroll Examination

16 Remarks

| 17a. Signature of Payroll Examiner | 17b. Date |
|---|---|

Previous editions are obsolete

Form HUD-11 (08/2004)

# ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

## SO-CALLED ANTI-KICKBACK ACT AND REGULATIONS PROMULGATED PURSUANT TO THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

Title 18, U.S.C., section 874
(Replaces section 1 of the Act as of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec 276(b) pursuant to the Act as of June 25, 1948, 62 Stat. 86.2)

### KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force. Intimidation, or threat of procuring dismissal from employment, or by other manner whatsoever induces any person employed in the construction, persecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 State 967, 40 U.S.C., Sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week, Section 1001 of Title 18 (United States Code) shall apply to such statements.

---XXC

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

### 29 CFR 3.1 - Purpose and scope.

**Section Number:** 3.1

**Section Name:** Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or

repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

## 29 CFR 3.2 - Definitions

- **Section Number:** 3.2
- **Section Name:** Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a

Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.
[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

## 29 CFR 3.3 - Weekly statement with respect to payment of wages.

**Section Number:** 3.3

**Section Name:** Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(a)The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

## 29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records

- **Section Number:** 3.4
- **Section Name:** Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and record keeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)
[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

## 29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor

- **Section Number:** 3.5
- **Section Name:** Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment f wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law;(2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work

is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

## 29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor

- **Section Number:** 3.6
- **Section Name:** Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/purchasing

PAUL R. NOBLES
Interim Purchasing Manager
Senior Purchasing Coordinator

May 23, 2017

To: All Known Prospective Bidders
ADDENDUM NUMBER #5:

Re: 2017 ADA Modification to County Facilities and Parks, PD 16-17.035

We recently sent you and Invitation to Bid on the above mentioned Specification.

This Addendum #5 provides for the answering recently submitted Questions for Solicitation PD 16-17.035, "2017' ADA Modification to County Facilities and Parks, as requested be the Contract Manager, George C. Bush, Division Manager – Facility Management Department.

QUESTIONS:

*1. How many set of Plans and Specs will the County Provide?
1. None, Typically.

*2. Can I get a Copy of the Plan Holders List?
2. A Copy of the Attendance Listing was Forwarded as requested.

*3. Which bathrooms have an FRP Finish?
3. John r. Jones Buildings 4 and 6; Myrtle Grove Building 4; Molino Building 3; Molino Building 3; Ashton Brosnaham.

*4. Is there any Electrical Plans available for Beulah Community Center, Reference Note 7 A 102, (7425 Woodside Road).
4. Changes note to read "Install New Outlet Power from existing Circuit from Old Island.

Addendum Number #5, is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original Signature, with your Bid as an acknowledgement of your having received the same. You may Photo Copy for your records.

Respectfully yours,

LESTER L. BOYD
Purchasing Coordinator
llb
Cc: George C. Bush, Division Manager, and Meredith Reeves, Division Manager.

Company Vendors Acknowledgement:

SIGNED: _____ DATE: _____

COMPANY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

PAUL R. NOBLES
Interim Purchasing Manager
Senior Purchasing Coordinator

May 18, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: 2017 ADA Modification to County Facilities and Parks, PD 16-17.035

We recently sent you and Invitation to Bid on the above mentioned Specification.

This Addendum #4 provides for the Answering of Vendor Questions, and Publishing responses to all of the Questions for all of the Prospective Bidders to Review – Per the Solicitation Contract Manager, George C. Bush, Division Manager – Facility Management Department, and Meredith Reeves – Division Manager.

*Please note the enclosed "ADA REVISED CIVIL PDF", which is posted to the Purchasing Website, or it is also available for pick-up on a (Disc) at the Purchasing Office for this Addendum!

- Billy Tennant Clinic
  - Duct through Janitor's closet interferes with water and vent piping route shown on the plans.

    The final routing of the piping should be field adjusted to avoid the duct conflict.
  - Block walls extend from floor to roof deck above. Water and vent pipes are not evident in Janitor's closet. Is there more information that can be provided for tie-in connections?

    No additional information is available regarding the actual locations of the existing water and vent pipes. Final connection points need to be field verified by the contractor.
- Bradberry Park
  - How do handle drainage and sidewalk grades and maintain drainage through drainage swale?

    Sidewalk will stay on grade with swale, allowing water to flow over sidewalk during heavy rains. A note has been added to the plans to reflect this.
- Molino Park
  - New ADA concrete walk is shown to traverse existing drainage swale. The sidewalk cannot be graded to match the swale and comply with ADA slope requirements for access ways. How should this grading issue be corrected?

Drainage spillway had been added to sidewalk portion where swale is located, notes and details have been added to the plans.

- **Myrtle Grove Park**
  - Raising the sidewalk grade is going to create a negative grade into the adjoining equipment shed. How are we to handle run-off so that it does not flood shed?

    Sloped section has been changed to a v-bottom where the North end is higher than the South end, ensuring proper drainage away from shed. Notes and details have been added to plans.

  - There is section of existing concrete walk along the accessible path from handicap parking area to the concession stand that is damaged but is outside the extents of work for the concrete walks to be repaired. Should this be included in the scope of work for the bid?

    Note has been added to plans to fix section of concrete.

    Notes and details have been added to plan pages C-504, C-507, and C-508. Please replace plan pages with ones with added notes and details.

**Addendum Number 4, is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original Signature, with your Bid as an acknowledgement of your having received the same. You may Photo Copy for your records.**

**Respectfully yours,**

**LESTER L. BOYD**
**Purchasing Coordinator**
llb
**Cc: George C. Bush, Division Manager, and Meredith Reeves, Division Manager.**

**Company Vendors Acknowledgement:**

SIGNED: _____ DATE: _____

COMPANY: _____

**AERIAL VIEW**
NOT TO SCALE

**AERIAL LEGEND**

1. H/C PARKING. NO ISSUES.
2. STORAGE & RESTROOM BUILDING - MINOR CORRECTIONS REQUIRED.
3. SIDEWALK CROSSWALK - REMOVE >90° BENDS IN SIDEWALK AND REPLACE W/ STRAIGHT SECTION. CONSTRUCT CONCRETE CROSSWALK W/ APPROPRIATE STRIPING AND SIDEWALK RAMP TO EXISTING SIDEWALK OF BUILDING 1. SEE WORK ITEMS C, D, E AND F.
4. BLEACHERS - SEE WORK ITEM 'J'
5. BLEACHERS - SEE WORK ITEM 'J'
6. BLEACHERS - SEE WORK ITEM 'J'
7. BLEACHERS - SEE WORK ITEM 'J'
8. BLEACHERS - SEE WORK ITEM 'J'
9. CONCESSION STAND AND RESTROOMS - CONSTRUCT CONCRETE SIDEWALK AROUND HVAC CONDENSER TO MEET CODE. SEE WORK ITEM 'H'
10. BLEACHERS - SEE WORK ITEM 'J'
11. BLEACHERS - SEE WORK ITEM 'J'
12. BLEACHERS - SEE WORK ITEM 'J'
13. BLEACHERS - SEE WORK ITEM 'J'
14. BLEACHERS - SEE WORK ITEM 'J'
15. BLEACHERS - SEE WORK ITEM 'J'
16. BLEACHERS - SEE WORK ITEM 'J'
17. BLEACHERS - SEE WORK ITEM 'J'
18. BLEACHERS - SEE WORK ITEM 'J'
19. BLEACHERS - SEE WORK ITEM 'J'
20. COVERED PICNIC ACCESS - CONSTRUCT NEW CONCRETE SIDEWALK TO PROVIDE ACCESS BETWEEN COVERED PICNIC AREAS AND TWO PICNIC TABLES TO MEET CODE. SEE WORK ITEM 'B'

**GENERAL SURVEY NOTES:**

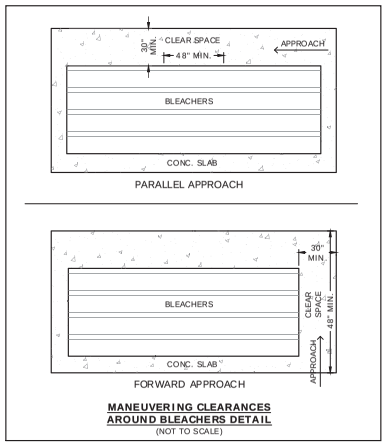
1. THIS IS A TOPOGRAPHIC SURVEY.
2. THE FIELD SURVEY WAS PERFORMED ON 2016-10-07 AND RECORDED IN FIELD BOOK 247, PAGE(S) 17.
3. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE ASSUMED
4. THE ELEVATIONS SHOWN HEREON ARE ASSUMED.
5. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
6. IMPROVEMENTS OTHER THAN SHOWN HEREON WERE NOT LOCATED PER THE CLIENT'S REQUEST.
7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
9. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. THE OFFICIAL RECORD OF THIS SURVEY IS THE SIGNED AND SEALED PAPER ORIGINAL. ANY ELECTRONIC VERSIONS OF SURVEY DOCUMENTS ARE NOT VALID UNLESS THEY ARE IDENTICAL TO THE SEALED ORIGINAL

N

20 10 0 20
GRAPHIC SCALE IN FEET

**LEGEND**

- POWER POLE
- FIRE HYDRANT
- BFP BACKFLOW PREVENTER
- A/C UNIT
- SPOT ELEVATION
- FFE FINISHED FLOOR ELEVATION
- TBM TEMPORARY BENCHMARK




**MANEUVERING CLEARANCES AROUND BLEACHERS DETAIL**
(NOT TO SCALE)

**ITEMS OF WORK**

A. INSTALL SEDIMENTATION & EROSION CONTROL. ADJUST AS REQUIRED FOR CONSTRUCTION. REMOVE SEDIMENTATION & EROSION CONTROL UPON COMPLETION.

B. CONSTRUCT 74 L.F. OF 5' WIDE CONCRETE SIDEWALK W/ A SLOPE OF ≤ 5% AND A CROSS SLOPE OF ≤ 2%.

C. PULL BECK EXISTING GRAVEL DRIVE AS REQUIRED FOR CONSTRUCTION AND RE-GRADE BACK TO THE EDGE OF NEW CONCRETE SIDEWALK UPON COMPLETION. ADJUST EXISTING PLASTIC FENCING AS REQUIRED FOR CONSTRUCTION.

D. REMOVE EXISTING CONCRETE SIDEWALK TO LIMITS SHOWN. (236 S.F. TOTAL)

E. CONSTRUCT 44 L.F. OF 5' WIDE CONCRETE SIDEWALK W/ A SLOPE OF ≤ 5% AND A CROSS SLOPE OF ≤ 2%. (220 S.F.)

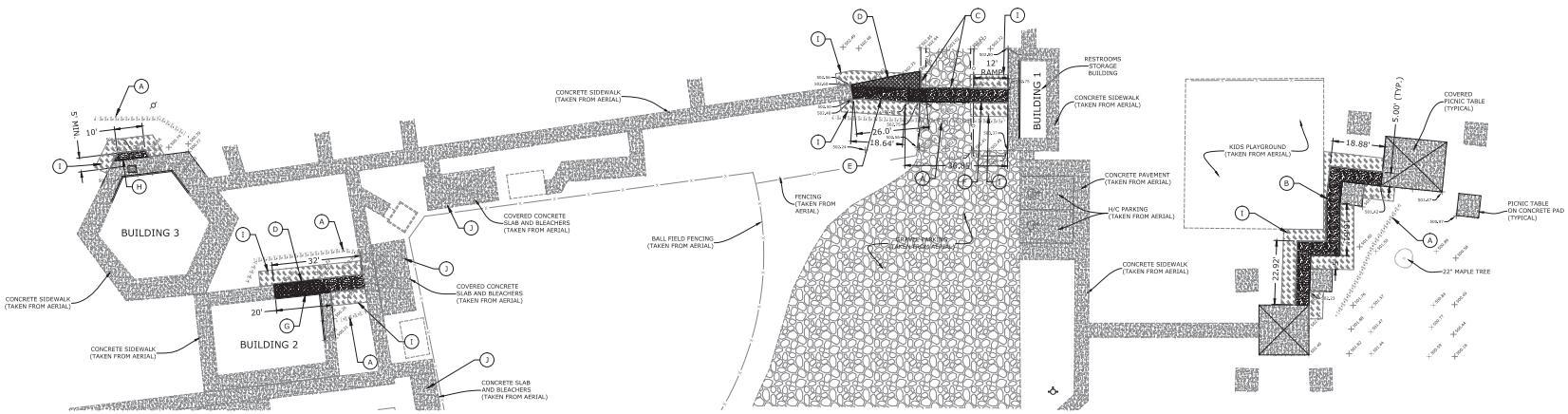
F. CONSTRUCT 12 L.F. OF 5' WIDE CONCRETE SIDEWALK RAMP W/ A SLOPE OF ≤ 8.33% AND A CROSS SLOPE OF ≤ 2%. (60 S.F.)

G. CONSTRUCT 32 L.F. OF 5' WIDE CONCRETE SIDEWALK W/ A SLOPE OF ≤ 5% AND A CROSS SLOPE OF ≤ 2%. (161 S.F.)

H. EXTEND EXISTING CONCRETE SIDEWALK AS SHOWN TO A 5' MIN. WIDTH AROUND EXISTING A/C UNIT. MATCH EXISTING EDGE OF CONCRETE ELEVATIONS W/ A CROSS SLOPE OF ≤ 2%. (31 S.F.)

I. STABILIZE W/ SOD 5' FROM EDGE OF NEW PAVEMENT. (1368 S.F. TOTAL)

J. MOVE BLEACHERS TO PROVIDE ADEQUATE MANEUVERING CLEARANCES. MANEUVERING CLEARANCE TO COMPLY W/ ADA 305.7.1 OR 305.7.2. PERMANENTLY ATTACH BLEACHERS TO CONCRETE.




TOWNES + architects, P.A.
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Pensacola, FL 32503
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AA-26001051

FABRE ENGINEERING INC.
ENGINEERS ◆ PLANNERS ◆ SURVEYORS
1715 DECKER TERRACE PENSACOLA, FLORIDA 32501 TELEFAX 433-9438

SITE PLAN

# ESCAMBIA COUNTY ADA MODIFICATIONS
## MOLINO PARK
2340 CRABTREE CHURCH ROAD
MOLINO, FLORIDA

| Revisions |
|---|
| |

Frank J. Fabre, P.E.

Not Valid Without Seal

P.E. #19967

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| Scale: | AS NOTED |
| Date: | NOV. 28 2016 |
| Job No. | 150085 |
| Filename: | - |
| Drawn: | JAS |
| Checked: | FJF |

C-507

Of ## Sheets

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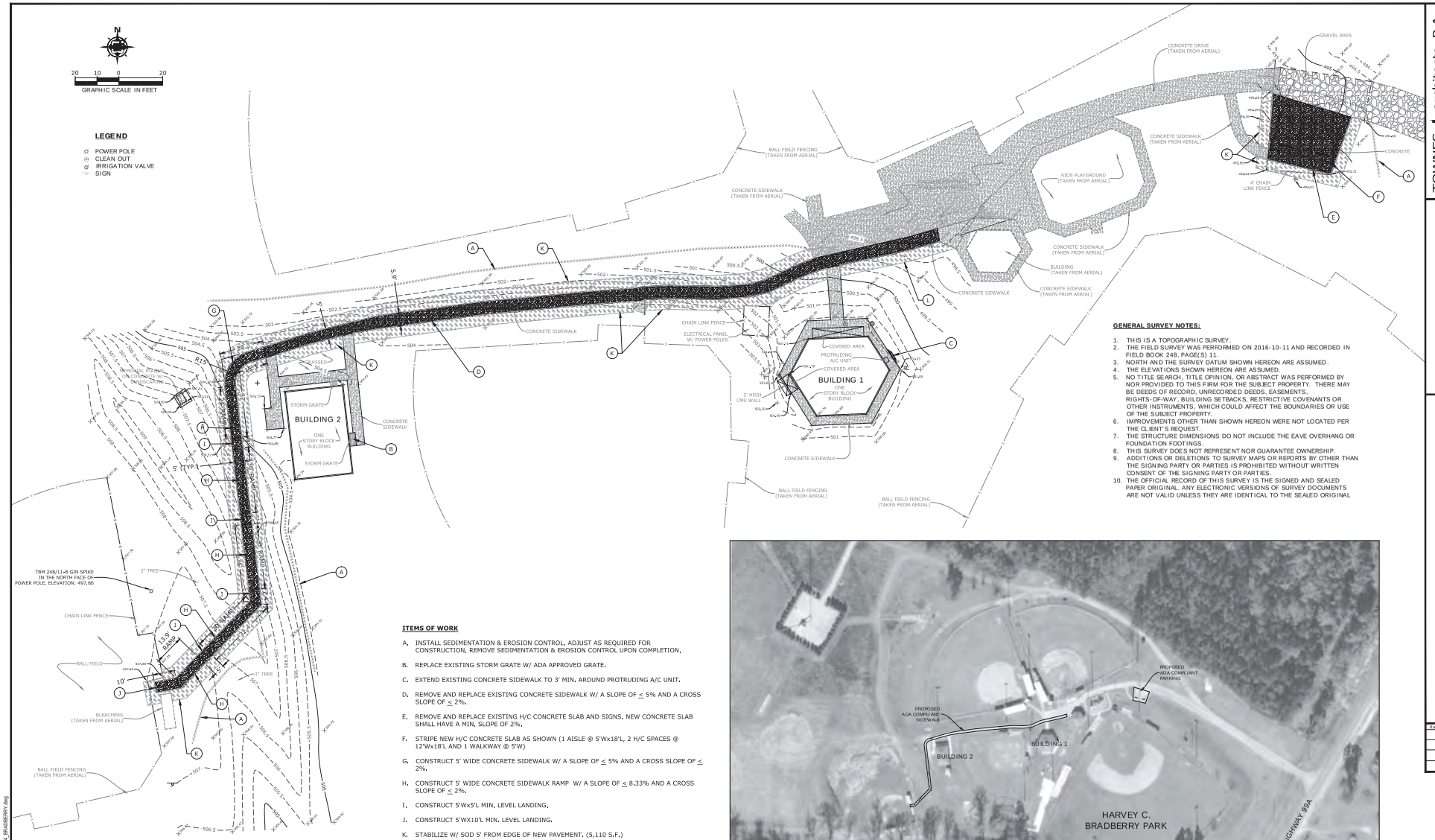


**AERIAL VIEW**
NOT TO SCALE

**GENERAL SURVEY NOTES:**

1. THIS IS A TOPOGRAPHIC SURVEY.
2. THE FIELD SURVEY WAS PERFORMED ON 2016-10-11 AND RECORDED IN FIELD BOOK 248, PAGE(S) 11.
3. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE ASSUMED.
4. THE ELEVATIONS SHOWN HEREON ARE ASSUMED.
5. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
6. IMPROVEMENTS OTHER THAN SHOWN HEREON WERE NOT LOCATED PER THE CLIENT'S REQUEST.
7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
9. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. THE OFFICIAL RECORD OF THIS SURVEY IS THE SIGNED AND SEALED PAPER ORIGINAL. ANY ELECTRONIC VERSIONS OF SURVEY DOCUMENTS ARE NOT VALID UNLESS THEY ARE IDENTICAL TO THE SEALED ORIGINAL

**ITEMS OF WORK**

A. INSTALL SEDIMENTATION & EROSION CONTROL, ADJUST AS REQUIRED FOR CONSTRUCTION, REMOVE SEDIMENTATION & EROSION CONTROL UPON COMPLETION.

B. REPLACE EXISTING STORM GRATE W/ ADA APPROVED GRATE.

C. EXTEND EXISTING CONCRETE SIDEWALK TO 3' MIN. AROUND PROTRUDING A/C UNIT.

D. REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK W/ A SLOPE OF ≤ 5% AND A CROSS SLOPE OF ≤ 2%.

E. REMOVE AND REPLACE EXISTING H/C CONCRETE SLAB AND SIGNS, NEW CONCRETE SLAB SHALL HAVE A MIN. SLOPE OF 2%.

F. STRIPE NEW H/C CONCRETE SLAB AS SHOWN (1 AISLE @ 5'Wx18'L, 2 H/C SPACES @ 12'Wx18'L AND 1 WALKWAY @ 5'W)

G. CONSTRUCT 5' WIDE CONCRETE SIDEWALK W/ A SLOPE OF ≤ 5% AND A CROSS SLOPE OF ≤ 2%.

H. CONSTRUCT 5' WIDE CONCRETE SIDEWALK RAMP W/ A SLOPE OF ≤ 8.33% AND A CROSS SLOPE OF ≤ 2%.

I. CONSTRUCT 5'Wx5'L MIN. LEVEL LANDING.

J. CONSTRUCT 5'WX10'L MIN. LEVEL LANDING.

K. STABILIZE W/ SOD 5' FROM EDGE OF NEW PAVEMENT. (5,110 S.F.)


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AA-26001051

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SITE PLAN

# ESCAMBIA COUNTY ADA MODIFICATIONS
## HARVEY C. BRADBERRY PARK
4760 COUNTY ROAD 99A
MCDAVID, FLORIDA

| Revisions |
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Frank J. Fabre, P.E.

Not Valid Without Seal

P.E. #19967

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| Scale: AS NOTED | |
| Date: NOV. 28, 2016 | |
| Job No. 150085 | Filename: - |
| Drawn: JAS | Checked: FJF |

C-504

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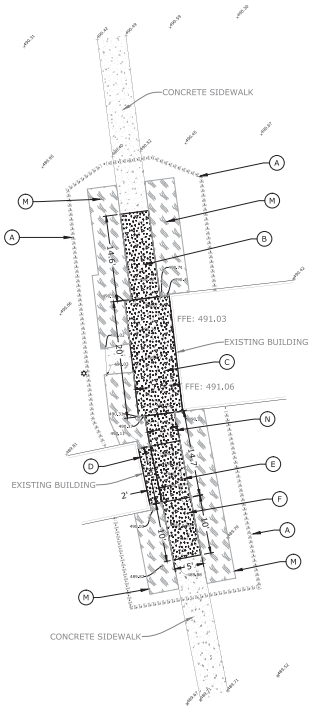
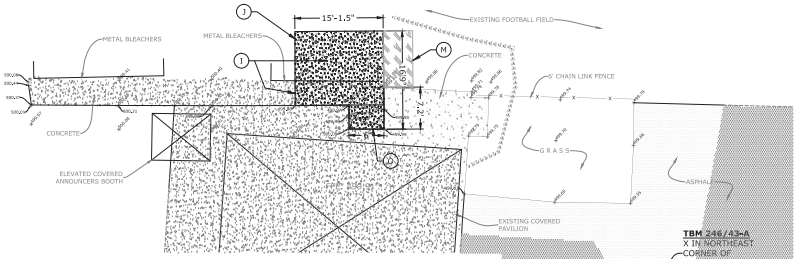


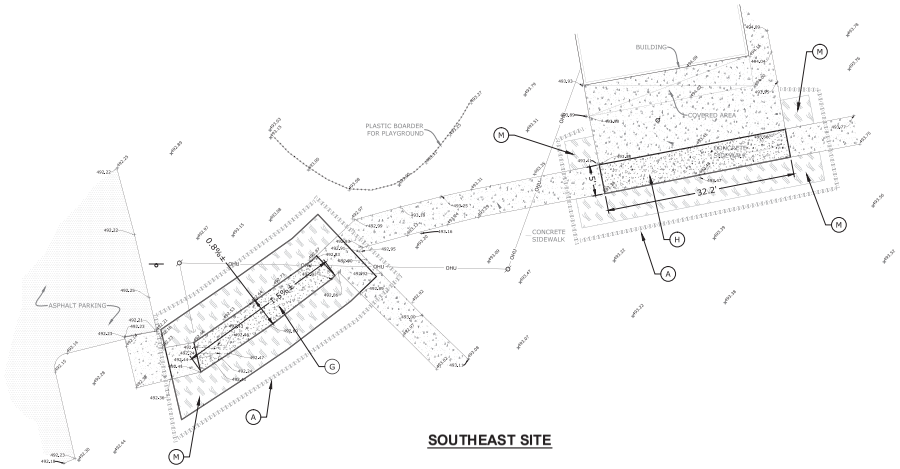

**SOUTHWEST SITE**

**TBM 246/43-C**
COTTON GIN SPIKE
IN NORTH FACE
OF POWER POLE
ELEVATION: 493.12




**TBM 246/43-A**
X IN NORTHEAST
CORNER OF
STORM INLET
ELEVATION: 499.46

**AERIAL VIEW**
NOT TO SCALE




**SOUTHEAST SITE**

**ITEMS OF WORK**

A. INSTALL SEDIMENTATION & EROSION CONTROL, ADJUST AS REQUIRED FOR CONSTRUCTION, REMOVE SEDIMENTATION & EROSION CONTROL UPON COMPLETION.

B. REMOVE EXISTING CONCRETE SIDEWALK AND REPLACE W/ NEW CONCRETE SIDEWALK SLOPED UP TO NEW CONCRETE SLAB IN FRONT OF BUILDING.

C. REMOVE EXISTING CONCRETE SLAB AND REPLACE W/ NEW CONCRETE SLAB W/ NO SLOPE.

D. REMOVE EXISTING CONCRETE SLAB IN FRONT OF DOOR AND REPLACE W/ NEW CONCRETE SLAB THAT SLOPES UP TO SIDEWALK.

E. REMOVE EXISTING CONCRETE SIDEWALK AND REPLACE W/ NEW CONCRETE SIDEWALK LEVEL LANDING @ ELEVATION 490.30,

F. REMOVE EXISTING CONCRETE SIDEWALK AND REPLACE W/ 10' OF NEW CONCRETE SIDEWALK SLOPED DOWN FROM ELEVATION 490.30 TO ELEVATION 489.88.

G. REMOVE EXISTING CRACKED CONCRETE SIDEWALK AND REPLACE W/ NEW 5' WIDE CONCRETE SIDEWALK W/ A SLOPE OF ≤ 5% AND A CROSS SLOPE OF ≤ 2%. MATCH EXISTING GRADES

H. REMOVE EXISTING CONCRETE SIDEWALK AND REPLACE W/ NEW 5' WIDE CONCRETE SIDEWALK W/ A SLOPE OF ≤ 5% AND A CROSS SLOPE OF ≤ 2%, MATCH EXISTING GRADES.

I. SAW-CUT AND REMOVE EXISTING CONCRETE SLAB AS SHOWN.

J. CONSTRUCT NEW CONCRETE SLAB .

K. CONSTRUCT NEW 5'WX5'L CONCRETE SIDEWALK LEVEL LANDING W/ HANDRAILS EACH SIDE, EXTEND HANDRAIL TO BOTTOM OF STEPS PER ADA 505.2.

L. CONSTRUCT NEW 5'W CONCRETE SIDEWALK RAMP W/ HANDRAILS EACH SIDE.

M. STABILIZE W/ SOD 5' FROM EDGE OF NEW PAVEMENT.

N. REMOVE EXISTING CONCRETE SIDEWALK AND REPLACE W/ SECTION OF NEW CONCRETE SIDEWALK SLOPED DOWN TO ELEVATION 490.30 W/ A SLOPE OF 8.33%.

O. CONSTRUCT CONCRETE TRANSITION, ENSURE SMOOTH TRANSITION W/ A SLOPE OF ≤ 1:12 FROM UPPER SLAB TO LOWER SLAB, REMOVE AND REPLACE BLEACHERS AS REQUIRED.

**LEGEND**

FFE FINISHED FLOOR ELEVATION
TBM TEMPORARY BENCHMARK
POWER POLE
LIGHT POLE
IRRIGATION VALVE
SIGN
00.00 SPOT ELEVATION

**GENERAL SURVEY NOTES:**

1. THIS IS A TOPOGRAPHIC SURVEY.
2. THE FIELD SURVEY WAS PERFORMED ON 2016-09-21 AND RECORDED IN FIELD BOOK 246, PAGE(S) 42-44, 58.
3. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, U.S. SURVEY FEET, FLORIDA NORTH ZONE, NAD83.
4. THE ELEVATIONS SHOWN HEREON ARE ASSUMED.
5. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
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7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
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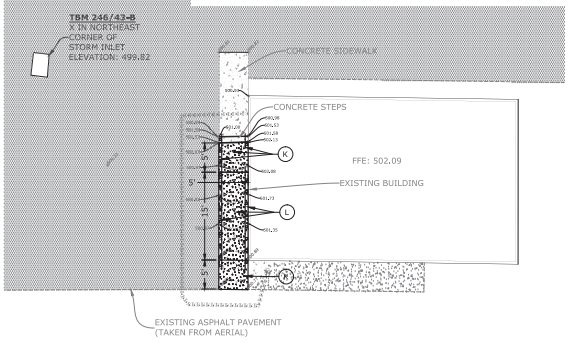
**TBM 246/43-B**
X IN NORTHEAST
CORNER OF
STORM INLET
ELEVATION: 499.82




**NORTHEAST SITE**

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110 GREGORY SQUARE PENSACOLA FLORIDA 32502 TEL(850) 433-1658 FAX(850) 434-7942

SITE PLAN

# ESCAMBIA COUNTY ADA MODIFICATIONS
# MYRTLE GROVE PARK
99 N. 61ST AVENUE
PENSACOLA, FLORIDA

| Revisions |
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Frank J. Fabre, P.E.

Not Valid Without Seal

P.E. #19967

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| Scale: | AS NOTED |
| Date: | NOV. 28, 2016 |
| Job No. | 150085 |
| Filename: | - |
| Drawn: | JAS |
| Checked: | FJF |

C-508

Of ## Sheets

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/purchasing

PAUL R. NOBLES
Interim Purchasing Manager
Senior Purchasing Coordinator

May 15, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: 2017 ADA Modification to County Facilities and Parks. PD 16-17.035

We recently sent you and Invitation to Bid on the above mentioned Specification.

This Addendum #3 provides for the Opening to be Postponed until (May 25, 2017 – 10:00 A.M.), as requested be the Contract Manager, George C. Bush, Division Manager – Facility Management Department.

*Attention: Please look for another "Possible Addendum #4", to be fielded prior to the May 25, 2017, Opening, as well!

Addendum Number 3, is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original Signature, with your Bid as an acknowledgement of your having received the same. You may Photo Copy for your records.

Respectfully yours,

LESTER L. BOYD
Purchasing Coordinator
llb

Cc: George C. Bush, Division Manager, and Meredith Reeves, Division Manager.

Company Vendors Acknowledgement:

SIGNED: _____ DATE: _____

COMPANY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
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TELEFAX (850)595-4805
http://www.myescambia.com/purchasing

PAUL R. NOBLES
Interim Purchasing Manager
Senior Purchasing Coordinator

April 28, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: 2017 ADA Modification to County Facilities and Parks, PD 16-17.035

We recently sent you and Invitation to Bid on the above mentioned Specification.

This Addendum #2 provides for the Contract Manager, George C. Bush, Division Manager - Schedule of Facilities, and Park General Contractor Walk-throughs:

Please Note the Listed Schedule for this Solicitation: We would like to schedule a walk thru with the general contractor for next Wednesday at the approximate times:

- 1:00 at the Animal Shelter (200 W, Fairfield)
- 1:45 at John R Jones (555 E. Nine Mile Rd.)
- 2:45 at Beulah Center (7425 Woodside Rd)
- 3:30 at Myrtle Grove (99 N. 61st Ave.)

For Next Thursday, May 4, 2017, at the following times:

- 8:30 at the Billy G Tennant Clinic (501 Church St, Century, FL)
- 9:30 at Brad berry Park (4760 County Road 99A)
- 10:30 at Molino Park (2320 Crabtree Church Rd.)
- 11:30 at Ashton Broshnaham Park (10370 Ashton Brosnaham Rd)

Addendum Number 2, is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original Signature, with your Bid as an acknowledgement of your having received the same. You may Photo Copy for your records.

Respectfully yours,

LESTER L. BOYD
Purchasing Coordinator
llb
Cc: George C. Bush, Division Manager, and Meredith Reeves, Division Manager.

Company Vendors Acknowledgement:

SIGNED: _____ DATE: _____

COMPANY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http: www.myescambiapurchasing.com

PAUL R. NOBLES
Acting Purchasing Manager
Senior Purchasing Coordinator

April 21, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: 2017 ADA Modification to County Facilities and Parks, PD 16-17.035

We recently sent you and Invitation to Bid on the above mentioned Specification.

This Addendum #1 provides for the following changes:

The inclustion of Exhibit "G", SUPPLEMENTARY CONDITIONS, Owner Direct Purchases – (ODP), publications form (OF0205), was accidentally left out of the Solicitation Exhibits. Please place this Exhibit "G", a total of six (6) pages in the back pages of the Solicitation.

Addendum Number 1, is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original Signature, with your Bid as an acknowledgement of your having received the same. You may Photo Copy for your records.

Respectfully yours,

LESTER L. BOYD
Purchasing Coordinator

llb
Cc: George Bush, Division Manager, and Meredith Reeves, Division Manager.

Company Vendors Acknowledgement:

SIGNED: _____ DATE: _____

COMPANY: _____

EXHIBIT G

SUPPLEMENTARY CONDITIONS

1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than $5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

a. the name, address, telephone number and contact person for the material supplier
b. manufacturer or brand, model or specification number of the item
c. quantity needed as estimated by Contractor
d. the price quoted by the supplier for the materials identified therein
e. any sales tax associated with such quote

f. delivery dates as established by Contractor
g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
h. shipping, handling and insurance costs

i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.

1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.

1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct

quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.

1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work

1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall

undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.

1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.

1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.

1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

## Exhibit B

## Schedule of Work

## 2017 ADA Modifications to Escambia County Facilities and Parks

Phase 1

| | | |
|---|---|---|
| Project A. | Billy G. Tennant Clinic, 501 Church Street: | $56,751.00 |
| Project B. | Beulah Community Center, 7425 Woodside Road: | $23,300.00 |

Contractor shall commence Phase 1 of the work on the Initial Commencement Date, which shall be established in the Notice to Proceed to be issued by the County. Phase 1, Projects A & B shall be substantially completed within sixty (60) calendar days from the Initial Commencement Date.

Phase 2

| | | |
|---|---|---|
| Project C. | Ashton Brosnaham Park, 10370 Ashton Brosnaham Drive: | $51,660.00 |
| Project D. | John R. Jones Park, Buildings 1 & 2, 555 East Nine Mile Road (see below) | |
| Project E. | Myrtle Grove Athletic Park, 99 North 61st Street: | $70,096.00 |

Unless otherwise agreed to in writing by the County, Contractor shall commence Phase 2 of the work on July 5, 2017. Phase 2, Projects C & D shall be substantially completed within sixty (60) calendar days from the Phase 2 Commencement Date. Phase 2, Project E shall be substantially completed within ninety (90) calendar days from the Phase 2 Commencement Date.

Phase 3

| | | |
|---|---|---|
| Project F. | John R. Jones Park, Buildings 3-6 and site work: | $109,521.00 |

Unless otherwise agreed to in writing by the County, Contractor shall commence Phase 3 of the work on November 1, 2017. Phase 3, Project F shall be substantially completed within fifty (50) calendar days from the Phase 3 Commencement Date. Phases 1-3 shall be completed and ready for final inspection within 15 calendar days of the Phase 3 date of substantial completion.

Total Contract Amount= $311,328.00

**EXHIBIT C**
**RELEASE AND AFFIDAVIT**

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

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

PUBLIC NOTICE OF RECOMMENDED AWARD

**DESCRIPTION: 2017 ADA Modifications to County Facilities and Parks**
**BID # PD 16-17.035 opens 10am, CDT 5/25/2017**

| Bidder | Cover Sheet/ Acknow. | Bid Bond or Check | Drug-Free Workplace Form | Info. Sheet for Trans. & Conv. Corp. ID | Drug Free Workplace Form | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes | Base Bid Billy G. Tennant Clinic Lump Sum | Base Bid Beulah Community Center Lump Sum | Base Bid John R. Jones Lump Sum | Base Bid Ashton Brosnaham Park Lump Sum | Base Total Lump Sum | Alt. #1 Animal Shelter | Alt. #2 Harvey C. Bradberry Park | Alt. #3 Myrtle Grove Park | Alt. #4 Molino Park | Unit Price Provide Slim Line ADA | Unit Price Provide Heavy Duty ADA | Addenda 1-5 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Empire Builders Group, Inc. | Y | Bond | | Y | Y | Y | $56,751 | $23,300 | $109,521 | $51,660 | $241,232 | $36,237 | $61,292 | $70,096 | $38,113 | $250 | $250 | Y |
| Emerald Coast Construction, Inc. | Y | Bond | Y | Y | Y | Y | $75,700 | $46,300 | $112,700 | $67,200 | $301,900 | $45,000 | $74,100 | $93,000 | $51,600 | $250 | $250 | Y |
| | | | | | | | | | | | | | | | | | | |

Lester L. Boyd, Purchasing Coordinator DATE: 05/25/2017

Lori Kistler, SOSA, Witnessed DATE: 05/25/2017

Lori Kistler, SOSA, Tabulated DATE: 05/25/2017

**CAR**
**DATE 6/23/2017**

**BOCC**
**DATE 6/23/2017**

The Interim Purchasing Manager/Designee recommends to the BCC: To award a Contract to Empire Builders Group, Inc. for the base bid amount of $241,232 and alternate 3 for Myrtle Grove Park in the amount of $70,096 for a total amount of $311,328.

**Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.**

Posted @ 1:30p.m. CDT on 06/12/2017

LLB/lk

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12486** **County Administrator's Report 16. 12.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Contract Award for Re-Bid Road Department Grapple-Boom Type Loader Body
**From:** Paul Nobles, Purchasing Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Re-Bid Road Department Grapple-Boom Type Loader Body - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rescind the Board's action of January 19, 2017, approving and authorizing the County Administrator to issue a Purchase Order to JLM Equipment, Inc., per the terms and conditions of PD 16-17.015, Re-Bid II Road Department Grapple – Boom Type Loader Body, based on the lowest bid of $55,236; and

B. Approve and authorize the County Administrator to issue a Purchase Order to Petersen Industries, Inc,. per the terms and conditions of PD 16-17.050, Re-Bid Road Department Grapple-Boom Type Loader Body, in the amount of $53,860.76.

[Funding: Fund 175, Transportation Trust Fund, Cost Center, 210402, Road Maintenance, Object Code 56401, Machinery and Equipment]

## BACKGROUND:

January 19, 2017, the Board authorized the County Administrator to issue a Purchase Order to JLM Equipment, Inc. April 24, 2017, the Office of Purchasing was notified that JLM Equipment, Inc., was no longer in business. The County took back possession of the cab/chassis and the re-bid process was begun.

The re-solicitation was advertised on June 5, 2017, and four bids were received, with all responsive to the bid.

## BUDGETARY IMPACT:

Funding:  Fund 175, Transportation Trust Fund, Cost Center, 210402, Road Maintenance, 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 Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

---

**Attachments**

Bid Tab

Recommendation to Award Determination Checklist

01-19-2017 BCC Meeting Minutes Page

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# PUBLIC NOTICE OF RECOMMENDED AWARD

| **BID TABULATION** | **DESCRIPTION: Re-Bid III Road Department Grapple-Boom Type Loader Body<br>BID # PD 16-17.050** | | | | | | |
|---|---|---|---|---|---|---|---|
| Bid Opening Time: 2:00 p.m. CST<br>Bid Opening Date: 6/28/2017<br>Bid Opening Location: Rm 11.407<br>**NAME OF BIDDER** | Cover Sheet/ Acknow. | Bid Bond or Check | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Acknowledgement of Addenda | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes | Bid Amount |
| Gulf City Body & Trailer Works | Y | N/A | NO | NO | N/A | NO | $71,901.00 |
| Ingram Equipment Company | Y | N/A | NO | NO | N/A | NO | $56,570.00 |
| Petersen Industries | Y | N/A | NO | NO | N/A | NO | $53,860.76 |
| Truck Equipment | Y | N/A | NO | NO | N/A | NO | $60,232.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| BIDS OPENED BY: | Jeff Lovingood, Purchasing Specialist DATE: 6/28/2017 | | | | | | |
| BIDS TABULATED BY: | Jeff Lovingood, Purchasing Specialist DATE: 6/28/2017 | | | | | | |
| BIDS WITNESSED BY: | Emily Weddington, CPPB DATE: 6/28/2017 | | | | | | |

**CAR** **BOCC**
**DATE 8/3/2017** **DATE 8/3/2017**

The Purchasing Manager/Designee recommends to the BCC: To award a contract to Petersen Industries in the amount of $53,860.76.

**Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.**

Notes: _____

Posted on 7/06/2017 at 4:30 pm, CDT JDL/jdl

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST**
**(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1** **- GENERAL INFORMATION SECTION -**

Description: Re-Bid III Road Department Grapple-Boom Type Loader Body

Bid Number: PD 16-17.050

Opening Date/Time: June 28, 2:00 p.m.

Purchasing Agent: Jeffrey Lovingood

Client Department: James Higdon Dept. Director/Designee:

Protest Information:

**Note: Purchasing will advise of any Protest(s)**

Requisition #

Fund: 175

Cost Center: 210402

Object Code: 56401

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __No**
**Note: Attachments to Requisition shall Reference PD #**

Comments Applicable to General Information Section:

**SECTION 2** **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

$53,860.76
Unit Price Extensions Checked by:

(Signature) (Date) 7-3-2017

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes __No Client Department __Yes __No
If Yes, Please Document in Space Provided:

**SECTION 3** **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval:

(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval:

(Signature)

**Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).**

**Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

12. Adopting the Resolution *(R2017-11)* approving Supplemental Budget Amendment #046, FTA Capital Projects Fund (320), in the amount of $614,819, to recognize proceeds from the Federal Transit Administration and to appropriate these funds to replace one large 30' bus, purchase new benches, and bus amenity upgrades; Florida toll revenue credits will be used as a soft match for the required $153,705 for all capital related items.

13. Adopting the Resolution *(R2017-12)* approving Supplemental Budget Amendment #045, HUD HOME Fund (147), in the amount of $4,909, to recognize additional Grant proceeds from the U.S. Department of Housing and Urban Development (HUD), and to appropriate these additional funds into the current Fiscal Year 2017 Budget, to be used for administration of the grant and housing and rehabilitation activities in Escambia County, Santa Rosa County, and the City of Pensacola.

14. Adopting the Resolution *(R2017-13)* approving Supplemental Budget Amendment #044, Other Grants and Projects Fund (110), in the amount of $49,789, to recognize the Fiscal Year 2016 State Homeland Security Grant from the Florida Division of Emergency Management and to appropriate these funds for the purchase of safety hazard equipment and for Hazmat training to be used by the Hazardous Materials Response Team.

15. Approving, and authorizing the County Administrator to issue a Purchase Order to JLM Equipment, Inc., per the terms and conditions of PD 16-17.015, Re-Bid II Road Department Grapple - Boom Type Loader Body, based on the lowest bid of $55,236 (Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401).

16. See Page 37.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12508** **County Administrator's Report 16. 13.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Recommendation Concerning the Acceptance of a Drainage Easement for 4551 Bridgedale Road
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement for 4551 Bridgedale Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a drainage easement (approximately 0.07 acres) from Alfred L. Bush and Marsha G. Bush for property located at 4551 Bridgedale Road:

A. Accept the donation of a drainage easement (approximately 0.07 acres) located at 4551 Bridgedale Road, from Alfred L. Bush and Marsha G. Bush for drainage improvements;

B. Authorize the payment of documentary stamps considering the property is being donated for governmental use 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 the Drainage Easement document; and

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

[Funding: Fund 352, LOST III, Account Code 210107/56301, Project #16EN3542 - "Mayfair/Algiers"]

## BACKGROUND:

The current drainage pipe has deteriorated in multiple locations and with the 2017 rainfall, this pipe has started to collapse, causing failures along Massachusetts Avenue where the current drainage system is installed. The pipe that has failed will be back-filled with a concrete-type mixture and will be abandoned in place. The new pipe will run along Massachusetts Avenue and needs to angle slightly across the NE corner of the property due to utility conflicts. This new drainage will tie into existing flow and will correct the multiple failures this area has experienced.

**BUDGETARY IMPACT:**

Funds for the project are available in  Fund 352 LOST III, Account Code 210107/56301, Project #16EN3542 "Mayfair/Algiers".

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement was approved as to form and legal sufficiency by the County Attorney's office.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

---

**Attachments**

Drainage Easement

Map

---

Prepared by:

Tammy L. Nall
3363 W. Park Place
Pensacola, FL 32505

Mayfair/Algiers P 3&4

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

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 6TH day of July, 2017, by and between Alfred L. Bush, and Marsha G. Bush, husband and wife, whose mailing address is 4551 Bridgedale Road, Pensacola, FL 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 12, Township 2S, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent

of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness Becky Bromley
Print Name Becky Bromley

Witness Tammy Hall
Print Name Tammy Hall

**GRANTORS:**

By: _____
(signature)

Alfred L. Bush

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6 day of JULY, 2017, by ALFRED L BUSH. He/She (_) is personally known to me, or (X) produced current MILITARY ID as identification.

Sara Shafer
Signature of Notary Public

SARA SHAFER
Printed Name of Notary Public

(Notary Seal)

SARA SHAFER NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires July 11, 2020
No. GG 10535

*Continued on next page*

Witness Becky Bromley
Print Name Becky Bromley

Witness Tammy L. Nall
Print Name Tammy L. Nall

By: Marsha G Bush
(signature)

Marsha G. Bush

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6 day of JULY, 2017, by MARSHA G BUSH. He/She (_) is personally known to me, or (X) produced current MILITARY ID as identification.

Signature of Notary Public

(Notary Seal)

SARA SHAFER
NOTARY
My Comm. Expires
July 11, 2020
No. GG 10535
PUBLIC
STATE OF FLORIDA

SARA SHAFER
Printed Name of Notary Public

## ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2017, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2017,

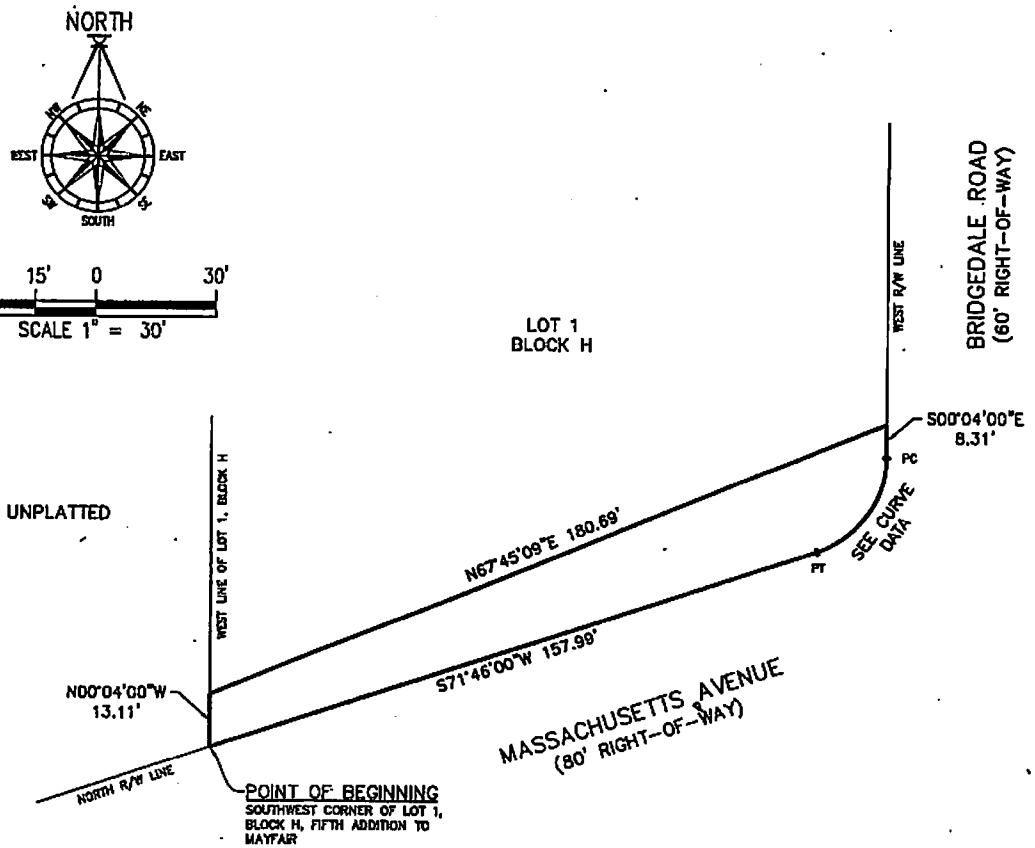
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date July 10, 2017




SURVEYORS NOTES:
- THIS SURVEY WAS PREPARED 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 STANDARD FOOT.
- NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
- NO EASEMENT 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 STANDARDS OF PRACTICE.
- 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: N/A
- REFERENCE SOURCES: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF PLAT OF FIFTH ADDITION TO MAYFAIR, PLAT BOOK 7, PAGE 34.
- ENCROACHMENTS ARE AS SHOWN.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF FENCES, WALLS, ETC.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS:
  ZONE: "X"
  ELEVATION: N/A
  PANEL NUMBER: 1203320 0353 D
  AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7918.

DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)
A DRAINAGE EASEMENT, BEING A PORTION OF LOT 1, BLOCK H, FIFTH ADDITION TO MAYFAIR, BEING A SUBDIVISION OF A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 7, PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK H;
THENCE GO NORTH 00 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 13.11 FEET;
THENCE DEPARTING SAID WEST LINE GO NORTH 67 DEGREES 45 MINUTES 09 SECONDS EAST A DISTANCE OF 180.69 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BRIDGEDALE ROAD (60' R/W)
THENCE GO SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 8.31 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET;
THENCE GO ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE A DISTANCE OF 31.34 FEET (DELTA ANGLE= 71°50'00", CHORD BEARING= S35°51'00"W, CHORD DISTANCE= 29.33') TO A POINT OF TANGENCY OF THE NORTH RIGHT-OF-WAY LINE OF MASSACHUSETTS AVENUE (80' R/W);
THENCE GO SOUTH 71 DEGREES 46 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 157.99 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.07 ACRES, MORE OR LESS.

LEGEND:
PSM -PROFESSIONAL SURVEYOR AND MAPPER
L.B. -LICENSED BUSINESS
R/W -RIGHT-OF-WAY
PT -POINT OF TANGENCY
PC -POINT OF CURVATURE

| CURVE DATA | | | | |
|---|---|---|---|---|
| RADIUS | DELTA | LENGTH | CHORD | CHORD BEARING |
| 25.00' | 71°50'00" | 31.34' | 29.33' | S35°51'00"W |

| | |
|---|---|
| ADDRESS: | MASSACHUSETTS AVENUE |
| REQUESTED BY: | TOM HAMMOND |
| TYPE: | DESCRIPTION SKETCH |
| SECTION 12, TOWNSHIP- 2 - SOUTH, RANGE- 30 - WEST, ESCAMBIA COUNTY | |

| SCALE: 1"=30' | FIELD BOOK | PAGE | CREW | FIELD DATE | DRAWN BY: | CHECKED BY: |
|---|---|---|---|---|---|---|
| DATE: 06/07/17 | N/A | N/A | N/A | N/A | JSP | |

| NO.: | DATE: | REVISIONS: | APPROVED BY: |
|---|---|---|---|
| 1 | 06/13/17 | REVISED LEGAL DESCRIPTION - JSP | |

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

KENNETH J. MOORE PSM #4555
CORPORATE NO. LB 0007918
STATE OF FLORIDA
6/8/17

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KJM Land Planning, LLC
Kenneth J. Moore
Professional Surveyor and Mapper
4081 E. Olive Road
Pensacola, FL 32514
850-438-4883 Fax 850-438-4885

DRAWING NUMBER:
16-16950-A

FILE No. _____

"Exhibit A"

# Mayfair/Algiers - Bridgedale (Bush)

ESCAMBIA COUNTY
ENGINEERING DIVISION

TLN 6/28/17 DISTRICT 3

**Drainage Easement**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12510** **County Administrator's Report 16. 14.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Interlocal Agreement with Santa Rosa Island Authority - Palm Tree Trimming Lift
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority Relating to the Purchase, Operation, and Maintenance of a Palm Tree Trimming Lift on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida, County of Escambia, Interlocal Agreement between the County of Escambia and the Santa Rosa Island Authority, Relating to the Purchase, Operation, and Maintenance of a Palm Tree Trimming Lift on Pensacola Beach:

A. Approve the Interlocal Agreement; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF), and the operating and maintenance cost of the equipment will come from the General Fund]

## BACKGROUND:

The Santa Rosa Island Authority (SRIA) has agreed to contribute up to $65,000 to Island Improvement Funds towards Escambia County's purchase of a palm tree trimming lift.

Escambia County will be responsible for initiating, administering, and concluding the public procurement process for the purchase of the lift, will retain ownership, custody, and control of the lift, and will be responsible for any required maintenance and repair. The lift shall be utilized primarily for public works on Pensacola Beach.

Meeting in regular session on May 25, 2017, the Board approved signing the Interlocal Agreement relating to the purchase, operation, and maintenance of a palm tree trimming

lift but at that time, the Agreement stated that SRIA would contribute up to $60,000. SRIA has since agreed to contribute up to $65,000, so the initial Agreement was never fully executed.

**BUDGETARY IMPACT:**

Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF) and the operating and maintenance cost of the equipment will be under the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Interlocal Agreement.

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution, a certified copy of the Interlocal Agreement will be provided to SRIA.

---

**Attachments**

Interlocal Agreement
052517 BCC Mins

---

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

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE PURCHASE, OPERATION, AND MAINTENANCE OF A PALM TREE TRIMMING LIFT**

**THIS AGREEMENT** is made by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

**WITNESSETH:**

**WHEREAS**, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA has agreed to contribute up to sixty-five thousand dollars ($65,000.00) of Island Improvement Funds, as defined per Section IV, D.2.(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the purchase of a palm tree trimming lift; and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Interlocal Agreement whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift (hereinafter referred to as the "Lift").

**Section 2. Responsibilities of the Parties.**

2.1 The SRIA agrees to contribute Island Improvement Funds to County in an amount not to exceed sixty-five thousand dollars ($65,000.00) ("Sum") for the Lift as provided herein to the extent such Island Improvement Funds are available or become available. The SRIA shall not be obligated to contribute funding for the Lift from any source other than Island Improvement Funds. The SRIA shall transfer said funds in a single lump sum payment upon the request of County after the execution of this Agreement.

2.2 The County shall be responsible for initiating, administering, and concluding the public procurement process for the purchase of the Lift. The County shall not be responsible for contributing any funds for the purchase of the Lift.

2.3. The County shall retain ownership, custody, and control of the Lift purchased pursuant to this Agreement, and the County shall be solely responsible for the maintenance and repair of the Lift at the County's expense.

2.4 It is understood and agreed that the Lift purchased by the County pursuant to this Agreement shall be utilized primarily for public works on Pensacola Beach.

2.5 Upon the SRIA's request, County shall provide copies of all invoices and related supporting documentation relating to the Lift as may be reasonably required to verify the actual cost.

2.6 Any Island Improvement Funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the purchase of the Lift will be returned to the SRIA in the form of a negotiable instrument.

2.7 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of the Amendment to the Fourth Interim Agreement and the Second Amendment to the Fourth Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.

**Section 3. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA,

or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

**Section 4. Liability.**

**(a)** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

**(b)** Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

**Section 5. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 6. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

**Section 7. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 8. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 9. Interpretation.**

**(a)** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

**(b)** References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 10. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 11. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

**Section 12. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:
Director of Administrative Services

P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

**Section 13. Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 14. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 15. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 16. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**Board of County Commissioners**
**Escambia County, Florida**

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/12/17

**SRIA**:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: Thomas Campanella
Thomas Campanella, Chairman
Date: 7/12/17

ATTEST:

By: Karen Sindel
Karen Sindel, Secretary/Treasurer

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. RESTORE Multi-Year Implementation Plan

Motion made by Commissioner Barry, Seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, taking the following action concerning the draft Multi-Year Implementation Plan relating to RESTORE Direct Component (Pot 1) funds:

A. Approving the draft Multi-Year Implementation Plan for the ten projects nominated by the Board;

B. Authorizing staff to conduct the required 45-day public comment period for the draft Multi-Year Implementation Plan and incorporate meaningful public comments into the Plan; and

C. Authorizing staff to submit the Multi-Year Implementation Plan to the U.S. Department of Treasury.

For Information: County Administrator Brown read a statement by Commissioner Robinson for the record.

11. Interlocal Agreement for Palm Tree Trimming Lift

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner Robinson absent, taking the following action concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority (SRIA) relating to the purchase, operation, and maintenance of a Palm Tree Trimming Lift on Pensacola Beach (Funding: the Office of Management and Budget is preparing a Supplemental Budget Amendment to transfer funds into this project; Capital cost will be paid out of the Portofino Island Improvement Fund and the operating and maintenance cost of the equipment will be under the General Fund):

A. Approving the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority, to include a $70,000 purchase order from SRIA, as well as strike language about permanent placement on the island; and

B. Authorizing the Chairman to sign the Interlocal Agreement.

**The Following Was Not Provided to the Clerk's Office:**

Signed Interlocal agreement with SRIA – Palm Tree Trimming Lift

# BOARD OF COUNTY COMMISSIONERS
**Escambia County, Florida**

**AI-12011** **County Administrator's Report 12. 11.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 05/25/2017
**Issue:** Interlocal Agreement with Santa Rosa Island Authority - Palm Tree Trimming Lift
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority relating to the Purchase, Operation, and Maintenance of a Palm Tree Trimming Lift on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority relating to the purchase, operation, and maintenance of a Palm Tree Trimming Lift on Pensacola Beach:

A. Approve the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: The Office of Management and Budget is preparing a Supplemental Budget Amendment to transfer funds into this project. Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF) and the operating and maintenance cost of the equipment will be under the General Fund]

## BACKGROUND:

The Santa Rosa Island Authority (SRIA) has agreed to contribute up to $60,000 to Island Improvement Funds to Escambia County for the purchase of a palm tree trimming lift.

Escambia County will be responsible for initiating, administering, and concluding the public procurement process for the purchase of the lift, will retain ownership, custody, and control of the lift, and will be responsible for any required maintenance and repair. The lift will be used exclusively for public works projects on Pensacola Beach.

## BUDGETARY IMPACT:

The Office of Management and Budget is preparing a Supplemental Budget Amendment to transfer funds into this project.

Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF) and the operating and maintenance cost of the equipment will be under the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Interlocal Agreement.

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution, a certified copy of the Interlocal Agreement will be provided to SRIA.

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**Attachments**

Interlocal Agreement

---

Replacement Backup
CAR I-11
05/25/2017 BCC

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

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE PURCHASE, OPERATION, AND MAINTENANCE OF A PALM TREE TRIMMING LIFT**

**THIS AGREEMENT** is made by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

**WITNESSETH:**

**WHEREAS**, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS,** the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA has agreed to contribute up to seventy thousand dollars ($70,000.00) of Island Improvement Funds, as defined per Section IV, D.2.(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the purchase of a palm tree trimming lift; and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Interlocal Agreement whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift (hereinafter referred to as the "Lift").

**Section 2. Responsibilities of the Parties.**

2.1 The SRIA agrees to contribute Island Improvement Funds to County in an amount not to exceed seventy thousand dollars ($70,000.00) ("Sum") for the Lift as provided herein to the extent such Island Improvement Funds are available or become available. The SRIA shall not be obligated to contribute funding for the Lift from any source other than Island Improvement Funds. The SRIA shall transfer said funds in a single lump sum payment upon the request of County after the execution of this Agreement.

2.2 The County shall be responsible for initiating, administering, and concluding the public procurement process for the purchase of the Lift. The County shall not be responsible for contributing any funds for the purchase of the Lift.

2.3. The County shall retain ownership, custody, and control of the Lift purchased pursuant to this Agreement, and the County shall be solely responsible for the maintenance and repair of the Lift at the County's expense.

2.4 Upon the SRIA's request, County shall provide copies of all invoices and related supporting documentation relating to the Lift as may be reasonably required to verify the actual cost.

2.5 Any Island Improvement Funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the purchase of the Lift will be returned to the SRIA in the form of a negotiable instrument.

2.6 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of the Amendment to the Fourth Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.

**Section 3. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

**Section 4. Liability.**

**(a)** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

**(b)** Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

**Section 5. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 6. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

**Section 7. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 8. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 9. Interpretation.**

**(a)** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

**(b)** References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 10. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 11. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

**Section 12. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:
Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

**Section 13. Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 14. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 15. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 16. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**Board of County Commissioners**
**Escambia County, Florida**

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

**SRIA**:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: _____
Thomas Campanella, Chairman
Date: _____

ATTEST:

By: _____
Karen Sindel, Secretary/Treasurer

Approved as to form and legal sufficiency.
By/Title:
Date: 5/25/17

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12534** **County Administrator's Report 16. 15.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Supplemental Budget Amendment #178 - SRIA Funds for Palm Tree Trimming Lift
**From:** Stephan Hall, Budget Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #178 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #178, Local Option Sales Tax Fund III (352), in the amount of $65,000, to recognize proceeds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for the purchase of a Palm Tree Trimming Lift on Pensacola Beach.

## BACKGROUND:
On August 3, 2017, it is anticipated the Board will approve an Interlocal Agreement between Escambia County and the SRIA relating to the purchase of a Palm Tree Trimming Lift on Pensacola Beach. The SRIA agrees to provide funding from the Island Improvement Fund in an amount not to exceed $65,000. The SRI Public Works Budget under the County will cover the operation and maintenance of the Palm Tree Trimming Lift.

## BUDGETARY IMPACT:
This amendment will increase Fund 352 by $65,000.

## LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires increases or decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Interlocal Agreement

SBA#178

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

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE PURCHASE, OPERATION, AND MAINTENANCE OF A PALM TREE TRIMMING LIFT**

**THIS AGREEMENT** is made by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

**WITNESSETH:**

**WHEREAS**, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA has agreed to contribute up to sixty-five thousand dollars ($65,000.00) of Island Improvement Funds, as defined per Section IV, D.2.(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the purchase of a palm tree trimming lift; and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Interlocal Agreement whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift (hereinafter referred to as the "Lift").

**Section 2. Responsibilities of the Parties.**

2.1 The SRIA agrees to contribute Island Improvement Funds to County in an amount not to exceed sixty-five thousand dollars ($65,000.00) ("Sum") for the Lift as provided herein to the extent such Island Improvement Funds are available or become available. The SRIA shall not be obligated to contribute funding for the Lift from any source other than Island Improvement Funds. The SRIA shall transfer said funds in a single lump sum payment upon the request of County after the execution of this Agreement.

2.2 The County shall be responsible for initiating, administering, and concluding the public procurement process for the purchase of the Lift. The County shall not be responsible for contributing any funds for the purchase of the Lift.

2.3. The County shall retain ownership, custody, and control of the Lift purchased pursuant to this Agreement, and the County shall be solely responsible for the maintenance and repair of the Lift at the County's expense.

2.4 It is understood and agreed that the Lift purchased by the County pursuant to this Agreement shall be utilized primarily for public works on Pensacola Beach.

2.5 Upon the SRIA's request, County shall provide copies of all invoices and related supporting documentation relating to the Lift as may be reasonably required to verify the actual cost.

2.6 Any Island Improvement Funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the purchase of the Lift will be returned to the SRIA in the form of a negotiable instrument.

2.7 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of the Amendment to the Fourth Interim Agreement and the Second Amendment to the Fourth Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.

**Section 3. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA,

or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

**Section 4. Liability.**

**(a)** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

**(b)** Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

**Section 5. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 6. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

**Section 7. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 8. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 9. Interpretation.**

**(a)** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

**(b)** References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 10. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 11. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

**Section 12. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:
Director of Administrative Services

P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

**Section 13. Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 14. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 15. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 16. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**Board of County Commissioners**
**Escambia County, Florida**

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/12/17

**SRIA**:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: Thomas Campanella
Thomas Campanella, Chairman
Date: 7/12/17

ATTEST:

By: Karen Sindel
Karen Sindel, Secretary/Treasurer

**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 will receive funds from the Santa Rosa Island Authority for the purchase of a palm tree trimming lift, and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:**

| Local Option Sales Tax | 352 |
|---|---|
| **Fund Name** | **Fund Number** |

| **Revenue Title** | **Fund Number** | **Account Code** | **Amount** |
|---|---|---|---|
| SRIA Contribution | 352 | 337403 | $65,000 |
| (Equipment-Palm Tree Trimming) | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | $65,000 |

| **Appropriations Title** | **Fund Number/Cost Center** | **Account Code/ Project Number** | **Amount** |
|---|---|---|---|
| Machinery and Equipment | 352/110275(new) | 56401/17PF3914 | $65,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | $65,000 |

**NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.**

**ATTEST:**
**PAM CHILDERS**
**CLERK OF THE CIRCUIT COURT**

**Deputy Clerk**

**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: 2017.07.20 16:45:20 -05'00'

**OMB Approved**

**Supplemental Budget Amendment**
#178

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12516** **County Administrator's Report 16. 16.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** First Amendment to the Interlocal Agreement to ECUA for the Innerarity Island Development Corporation (IIDC) Water System
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Innerarity Island Development Corporation Water System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve and authorize the Chairman to sign the First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) Relating to a Potable Water System Improvement Project on Innerarity Island; and

B. Approve and authorize the County Administrator to execute the following Change Order to Emerald Coast Utilities Authority:

| | |
|---|---|
| Department: | Public Works |
| Division: | Transportation and Traffic |
| Type: | Addition |
| Amount: | $91,994.41 |
| Vendor: | Emerald Coast Utilities Authority |
| Project Name: | Innerarity Island Development Corporation (IIDC) Water System |
| Contract: | N/A |
| PO#: | 171024 |
| CO#: | 1 |
| Original Contract Award: | $580,000.00 |
| Cumulative Amount of Change Orders Through this CO: | $91,994.41 |

| | |
|---|---|
| New Contract Amount: | $671,994.41 |

[Funding Source: Fund 352, LOST III - IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502]

**BACKGROUND:**

On March 21, 2014, the court ordered the County to become the receiver of IIDC, an abandoned wastewater and water utility.

Meeting in regular session on June 2, 2016, the Board approved the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) relating to a Potable Water System Improvement Project on Innerarity Island. Since then, Escambia County has been working with ECUA to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made. ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island.

At their regularly-scheduled meeting on January 5, 2017, the Board approved issuance of a purchase order to ECUA, in an amount not to exceed $580,000, for the Innerarity Island Water System Improvement Project on Innerarity Island. A bid opening was held on November 29, 2016, at 2:00 p.m. for the Innerarity Island Water System Project, ECUA #CS612, Bid No. CC2017 02. Southern Utility Company, Inc., at $445,819.52 the low bid, will be awarded the contract at the next ECUA Board meeting. Since the Interlocal Agreement is with ECUA, a Purchase Order has been issued to ECUA for the construction cost and requested contingencies, and monthly invoices will be sent to the Public Works Department for payment.

Initial Interlocal Agreement allotted amount = $600,000
Initial PO Amount = $580,000
  Design Cost = $49,800.00
  Initial construction cost = $445,819.52
Amount for meters and yoke boxes that ECUA took out of the bid but was still required for the project (County staff did not know this, as these items were part of the Scope of Work in the Interlocal Agreement, but were not included in the construction bid) = $72,191.44
  Amount of ECUA CO = $104,183.45

New Total for design/construction with CO = $671,994.41
  Total amount over the Interlocal Agreement = $71,994.41

New Total for the Interlocal = $672,000.00

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, LOST III -- IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authorize Relating to a Potable Water System Improvement Project on Innerarity Island was approved by Kristen Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Chairman will need to sign two original copies of the First Amendment and the Public Works Department - Transportation and Traffic Operations staff will coordinate with Emerald Coast Utilities Authority. Once the amendment is signed, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

First Amendment

Original PO with Board Action 01/05/2017

Board Action ECUA 06/02/2016

Change Order Backup

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**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A POTABLE WATER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND**

THIS FIRST AMENDMENT TO AGREEMENT is made on this ____ day of _____, 2017, by and between Escambia County, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into that certain Interlocal Agreement (hereinafter "Agreement") relating to a potable water system improvement project on Innerarity Island dated June 2, 2016; and

WHEREAS, the parties wish to amend the Agreement to increase the estimated Costs of the Project;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. Section 4.1 of the Agreement is amended as shown below (additions are shown underlined and deletions are shown struck-through):

**ARTICLE 4**
**Compensation and Method of Payment**

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Hundred Seventy-Two Thousand Dollars ~~($600,000~~ $672,000).[1] ~~In the event that ECUA determines that the estimated Costs of the Project will exceed $600,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement. In the event the Project proceeds post bidding and~~ If during the course of construction it is learned that

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

the Costs of the Project will exceed ~~$600,000~~ $672,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

3. In all other respects, the Agreement, as amended by this First Amendment, remains unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this First Amendment on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the ___ day of _____, 2017 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

_____

By: D. B. Underhill, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: Asst. Co. Atty
Date: July 20, 2017

**EMERALD COAST UTILITIES AUTHORITY**, a local governmental body, corporate and politic, acting by and through its duly authorized Board.

_____

By: Lois Benson, Chairman

Date: _____

ATTEST:

By: _____
Secretary

# PURCHASE ORDER NO. 171024

## 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
420925
EMERALD COAST UTILITIES AUTHORITY
PO BOX 18870
PENSACOLA FL 32523-8870

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

| ORDER DATE: 01/25/17 | BUYER: PAUL NOBLES | REQ. NO.: 17001099 | REQ. DATE: 01/12/17 |
|---|---|---|---|
| TERMS: NET 30 DAYS | F.O.B.: | DESC.: BCC APPROVED 1/5/17 | |

| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| | | | CONTACT DWIGHT AUSTIN WITH ANY QUESTIONS. | | |
| | | | PLEASE SEND INVOICES TO THE FOLLOWING ADDRESS:<br>PUBLIC WORKS DEPARTMENT<br>ATTN ROBIN LAMBERT<br>3363 WEST PARK PLACE<br>PENSACOLA, FL 32505 | | |
| | | | INVOICES CAN BE ELECTRONICALLY SENT TO<br>ENGINVOICES@MYESCAMBIA.COM | | |
| 01 | 1.00 | LOT | INTERLOCAL AGREEMENT WITH ECUA FOR INNERARITY ISLAND WATER SYSTEM IMPROVEMENT PROJECT. MONTHLY INVOICES WILL BE SENT FOR REIMBURSEMENT. BCC APPROVAL 01/05/2017 | 580000.0000 | 580,000.00 |

| ITEM# | ACCOUNT | | AMOUNT | PROJECT CODE |
|---|---|---|---|---|
| 01 | 110211 | 56301 | 580,000.00 | 16PF3502 |

| | |
|---|---|
| PAGE TOTAL $ | 580,000.00 |
| TOTAL $ | 580,000.00 |

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

17001099
171024



COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution *(R2017-5)* requesting and supporting an amendment to the Florida Department of Transportation's (FDOT) Fiscal Year 2018-2022 Five-Year Work Program, relating to the SR 292 (Gulf Beach Highway) Intersection Improvements Project (Project #4406581) (Funding: Construction Phase funds are available in two funds: Fund 352, "Local Option Sales Tax III" ($312,929), and Fund 152, Southwest Sector Community Redevelopment Agency (CRA) ($578,000); the County will be reimbursed the awarded State of Florida County Incentive Grant Program funds from FDOT, totaling $312,000, in Fiscal Year 2020).

**Approved 5-0**

11. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution *(R2017-6)* requesting and supporting an amendment to the Florida Department of Transportation's (FDOT) Fiscal Year 2018-2022 Five-Year Work Program, relating to the SR 292 (Perdido Key Drive) Multi-Use Path Project (Project #4389082) (Funding: the funding source for the Construction Phase advancement will be LOST *[Local Option Sales Tax]* IV; the County will be reimbursed the funds, totaling $2,246,000, from FDOT in Fiscal Year 2021).

**Approved 5-0**

12. Recommendation: That the Board approve the issuance of a Purchase Order to Emerald Coast Utilities Authority, in an amount not to exceed $580,000, for the Innerarity Island Water System Improvement Project on Innerarity Island (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project No. 16PF3502).

**Approved 5-0**

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. OLFx

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, taking the following action:

A. Allocating $430,732 from the existing $5,000,000 set aside from the OLFx project for payment to Naval Facilities Engineering Command (NAVFAC), for administrative costs associated with the proposed land swap for the OLFx project;

B. Authorizing payment of 50% of the above-noted allocation, in the amount of $215,366, to NAVFAC for the administrative costs; and

C. Authorizing the County Administrator to make future payments to NAVFAC upon receipt of invoice and appropriate documentation, up to the maximum authorized budget of $430,732.

(Funding Source: Local Option Sales Tax Fund 352, Cost Center 110273, Project 16PF3518)

5. Interlocal Agreement with ECUA

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA), relating to a Potable Water System Improvement Project on Innerarity Island (Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502).

# EMERALD COAST UTILITIES AUTHORITY
## INNERARITY ISLAND WATER SYSTEM
## CS612
## Bid No. CC2017 02
## Bid Opening Date: Tuesday, November 29, 2016 - 2:00 p.m.

| CONTRACTORS | 2 ADDENDA ACKNOWLEDGED | BID BOND | PROPOSAL SIGNED | SUB/SUP SOL DOC FORM | SUB/SUP PROJ PLAN | TRENCH SAFETY CERT | BASE BID |
|---|---|---|---|---|---|---|---|
| EVANS CONTRACTING INC<br>CANTONMENT, FL | YES | YES | YES | YES | YES | YES | $ 489,355.00 |
| PENSACOLA CONCRETE CONSTRUCTION INC<br>PENSACOLA, FL | YES | YES | YES | YES | YES | YES | $ 815,417.16 |
| SOUTHERN UTILITY COMPANY INC<br>PENSACOLA, FL | YES | YES | YES | YES | YES | YES | $ 445,819.52 |
| TALCON GROUP LLC<br>HAVANA, FL | YES | YES | YES | YES | YES | YES | $ 1,104,245.00 |

**From:** Dwight Austin
**To:** Colby S. Brown
**Subject:** Fwd: RE: Escambia County S0878 - Contingency Eligibility
**Date:** Thursday, December 08, 2016 3:50:00 PM

---

Fyi

*Sent from my Verizon Wireless 4G LTE DROID*
---------- Forwarded message ----------
From: Dwight Austin <daustin@co.escambia.fl.us>
Date: Dec 8, 2016 2:12 PM
Subject: RE: Escambia County S0878 - Contingency Eligibility
To: "Massoudi, Mahnaz" <Mahnaz.Massoudi@dep.state.fl.us>
Cc: "Robin F. Lambert" <RFLAMBER@co.escambia.fl.us>

Mahnaz,

It appears all the work items described would be eligible as they are in the service area and meet the description of the grant work plan Attachment A. How items are encumbered toward a grant is probably more of an internal accounting issue here at the County. Understandably, your concern is ensuring the work properly conforms to the grant scope.

Dwight

---

**From:** Massoudi, Mahnaz [mailto:Mahnaz.Massoudi@dep.state.fl.us]
**Sent:** Thursday, December 08, 2016 2:00 PM
**To:** Dwight Austin
**Cc:** Jim Hagon; Colby S. Brown
**Subject:** RE: Escambia County S0878 - Contingency Eligibility

Dwight,

The costs are eligible as long as the improvements are within the scope of work that have been outlined in the agreement. Is the second master meter on the townhomes which would cost another $12,575 to $25,000 within the scope of work in this agreement? How about the allowance for renewal of water service to undeveloped lots?

Mahnaz

**From:** Dwight Austin [mailto:daustin@co.escambia.fl.us]
**Sent:** Thursday, December 08, 2016 1:58 PM
**To:** Massoudi, Mahnaz <Mahnaz.Massoudi@dep.state.fl.us>
**Cc:** Jim Hagon <JLHAGON@co.escambia.fl.us>; Colby S. Brown <CSBROWN@co.escambia.fl.us>
**Subject:** Escambia County S0878 - Contingency Eligibility

Mahnaz,

We recently had a bid opening for a water system repair contract. We originally anticipated allocating approximately $600,000 for this work. The bids came in at $445,819.52. However, we believe it would be wise to include a sizeable contingency for this project. We see a distinct possibility of change orders possibly as high as $100,000 throughout the project based on uncertainty in the site conditions. Specifically, we were recently made aware of a second master meter on the townhomes which would cost another $12,575 to $25,000 to bring up to spec. Additionally, there is an allowance for renewal of water service to undeveloped lots, but there is some uncertainty as to how many undeveloped lots have existing services.

Is it acceptable for a certain amount be allocated as a contingency? How much? The reason for the question is to attempt to encumber the most that we can of the $1M by the end of this year.

We are not asking to change the grant amount or the scope of any task item.

Dwight Austin, P.E.

Escambia County, Design Engineer

(850) 426-1381

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Escambia County
Clerk's Original



6/2/2016 CRA III-5

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A POTABLE WATER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND**

Verified By: [signature]
Date: 6/7/2016

THIS AGREEMENT is made on this 2nd day of June, 2016, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS, ECUA provides potable water in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida, there exists an area known as Innerarity Island;

WHEREAS, Innerarity Island is not and has never been within ECUA's service area;

WHEREAS, an entity known as the Innerarity Island Development Corporation formerly operated a water utility system on Innerarity Island;

WHEREAS, the Innerarity Island Development Corporation purchased potable water from ECUA, which the Innerarity Island Development Corporation then resold to its water utility customers;

WHEREAS, the Innerarity Island Development Corporation abandoned its water utilities early in the 2014 calendar year;

WHEREAS, the existing water utility system on Innerarity Island is in need of significant repairs and upgrades;

WHEREAS, ECUA is willing to accept the water utility system on Innerarity Island and incorporate Innerarity Island into its water service area in the event that the existing water utility system on Innerarity Island is upgraded prior to incorporating it into the ECUA water utility system;

WHEREAS, the Innerarity Island Development Corporation previously retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and

assess the needed upgrades to Innerarity Island's water system;

WHEREAS, the County subsequently retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's water system;

WHEREAS, the Parties agree that it is in the best interest of the public health, safety, and welfare that the potable water system presently existing on Innerarity Island be repaired and upgraded so that it may be ultimately accepted by ECUA and that Innerarity Island be incorporated into ECUA's water service area;

WHEREAS, ECUA and the County desire to work together to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made;

WHEREAS, the upgrades to Innerarity Island's water system have been partially designed by Kenneth Horne & Associates, Inc., but significant additional design is required before those upgrades could be publically advertised for bid;

WHEREAS, the Florida Legislature has appropriated funding to the County which would facilitate the desired upgrades to the water utility system on Innerarity Island;

WHEREAS, the County is willing to contribute the difference of those funds in a sufficient quantity to upgrade and repair the water utility system on Innerarity Island;

WHEREAS, ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to define the respective rights and responsibilities toward completing the design and construction of the upgrades to the water utility system and incorporating that system into ECUA's service area.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE 1
## Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Interlocal Agreement solely for the purposes expressed herein and for no other purpose which causes an estoppel to

arise against either Party in any litigation. Provided, however, that so long as this Agreement remains in effect, neither Party shall take any action, legal or otherwise, to alter their existing positions regarding the water utility system on Innerarity Island, as the Parties desire to work together towards a solution to the water utility issues on Innerarity Island. This Agreement, however, shall not impede or restrict in any way the County's ability to litigate, settle or take any legal action against any non-parties to this Agreement in the litigation known as Escambia County v. Innerarity Island Development Corporation and Katy Collins, as Personal Representative, Estate of Fayette Dennison, now pending in Escambia County Circuit Court. Moreover, this Interlocal Agreement, as it may be amended from time to time, shall define the Parties' responsibilities in reference to the water utility system on Innerarity Island.

1.2 This Interlocal Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Innerarity Island Potable Water Project (hereinafter the "Project"), as set forth herein.

## ARTICLE 2
## Responsibilities of Parties

2.1 The County agrees to ensure that the water utility system shall be wholly transferred to ECUA upon successful completion of the Project, as defined in this Agreement. The parties agree the sewer system shall be addressed subsequently by separate agreement.

2.2 ECUA shall promptly retain a professional engineering firm to finalize the design of the needed repairs and upgrades to Innerarity Island's water system with sufficient specificity for ECUA to publically advertise and receive bids for the construction of the Project.

2.3 Thereafter, assuming the bids are less than the remaining funds in the Florida Legislature's appropriation, ECUA shall issue a contract for the construction of those upgrades and repairs. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, generally described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.5 Moreover, upon completion; the County agrees to convey ownership of said water utility system to ECUA. Thereafter, ECUA shall own, operate and maintain said system. Additionally, upon acceptance of that water utility system, Innerarity Island will also become part of ECUA's water service area; and the County will execute all documents necessary or convenient to evidence same.

2.6 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, the Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contracts for both the design and construction of the Project; and otherwise adding benefit to the Project through its expertise in water utility systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will the County request financial participation on the part of ECUA on the Project.

2.7 This Agreement, after being properly executed by the Parties, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 Subsequent to ECUA's acceptance of the water utility system on Innerarity Island and incorporating Innerarity Island into its water service area, ECUA shall provide customer account information, water consumption information, and termination of service for nonpayment of sewer charges pursuant to a Service Agreement the Parties anticipate entering into at or around the time ownership is transferred to ECUA.

2.9 Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

2.10 The Parties are not waiving any legal arguments, claims or defenses by participating in this Agreement.

## ARTICLE 3
## Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within one (1) year from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

## ARTICLE 4
## Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as

generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Hundred Thousand Dollars ($600,000).[1] In the event that ECUA determines that the estimated Costs of the Project will exceed $600,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post bidding and during the course of construction it is learned that the Costs of the Project will exceed $600,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the property and improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Engineering Department
1190 West Leonard Street
Pensacola, Florida 32501

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

**ARTICLE 5**
**Ownership of Improvements and Property**

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein upon ECUA's acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

## ARTICLE 6
## Easements

6.1 The County shall cooperate with ECUA in obtaining such easements and rights of way as may be required for successful completion of this work and/or maintenance of water utility system thereafter.

## ARTICLE 7
## Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

## ARTICLE 8
## General Provisions

8.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 Termination: In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 Records: The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be

subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

8.4 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 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.

8.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

8.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 any Party 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 Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 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 it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 No Waiver: The failure of a Party 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.

8.11 All Prior Agreements Superseded: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the 2nd day of June, 2016 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Grover C. Robinson, IV, Chairman

Date: 6/3/2016

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

**Approved as to form and legal sufficiency.**

By/Title: _____, Asst. County Attorney

Date: May 24, 2016

EMERALD COAST SEAL 1981 FLORIDA UTILITIES AUTHORITY

ATTEST:

By: _____
Secretary

**EMERALD COAST UTILITIES AUTHORITY**, a local governmental body, corporate and politic.

By: _____

Stephen E. Sorrell, Executive Director

Date: 5-26-16

# EXHIBIT "A"

## Innerarity Island – Potable Water System Improvements

## Scope of Work

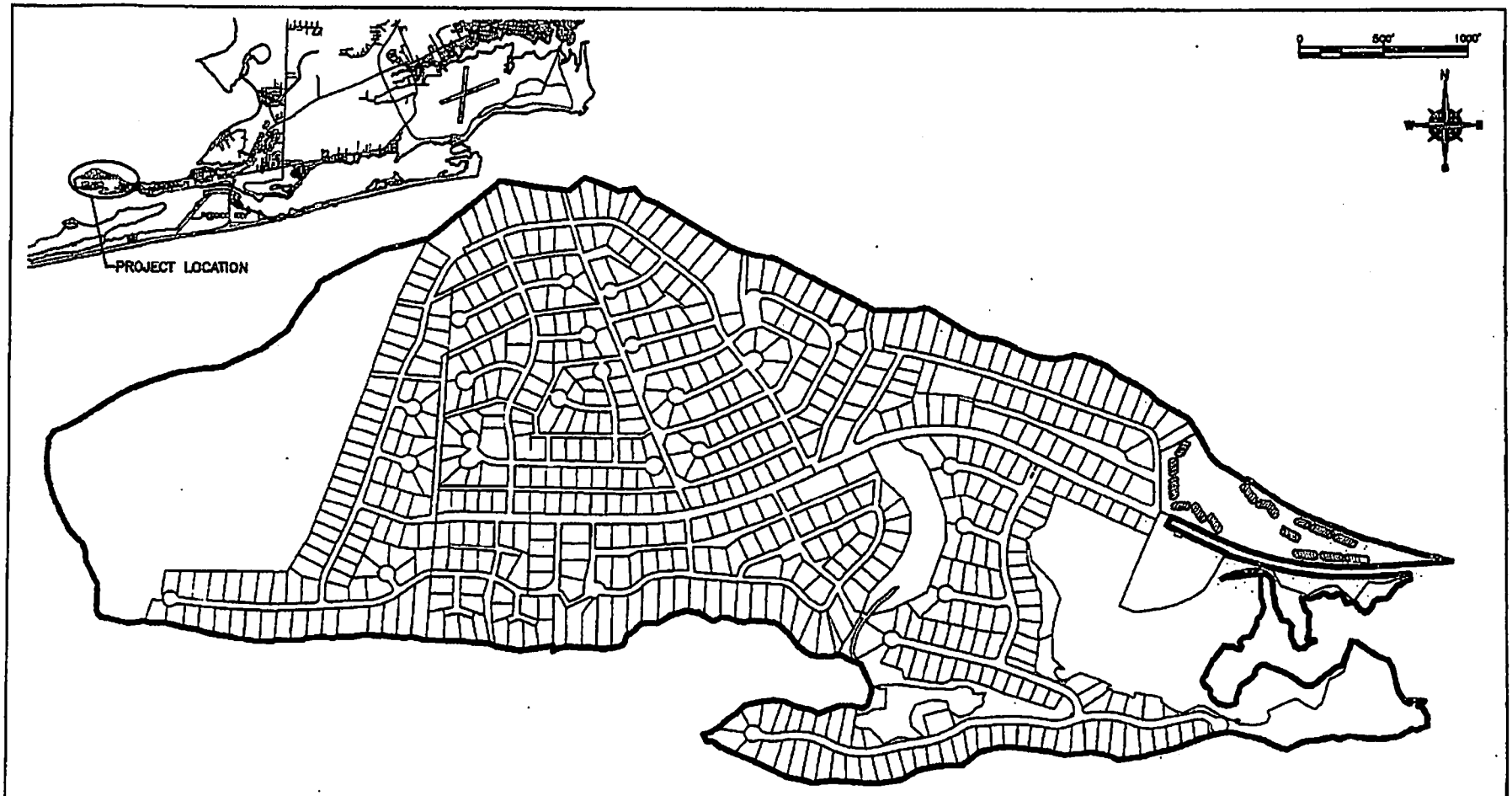
**Project Location:** The project is located on Innerarity Island in Escambia County, Florida. See Figure 1 for a graphical depiction of the project location and limits.

**Project Description:** Water system improvements are expected to consist of:
a) a very limited number of small diameter water main relocations to remove encroachments of the water facilities from private properties. The Innerarity Island Utilities System Evaluation Report identified encroachments at 21 locations totaling 1795 linear feet. The Innerarity Island Homeowners Association (II HOA) has agreed to work with the Owners to secure easements eliminating the need for the relocations. The relocation of any unresolved encroachments will be incorporated into Construction Contract.
b) installation of approximately 7 system isolation valves,
c) installation of approximately 3 new fire hydrants,
d) modification of dead end water lines to provide either flush valves or circulation loops at 17 locations,
e) approximately 198 water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters, and

f) approximately 3,000 linear feet of new 6" water main on North Shore Drive as replacement for an existing 4" main".

The specific quantities described above are based upon a conceptual design effort and are subject to slight modification within the process of development of the Final Construction Documents.

*Figure 1*




| | | | | |
|---|---|---|---|---|
| KH&A Kenneth Horne & Associates, Inc.<br>CIVIL ENGINEERS<br>PO BOX 10669, PENSACOLA, FLORIDA 32524<br>7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504<br>(850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093 | | | | |
| NO. | REVISIONS | APPROVED BY | DATE | PROJECT NAME: II UTILITY TRANSFER |
| 1 | | | | |
| 2 | | | | EDC FRANCHISE AREA |
| 3 | | | | PROJECT NO.: 2015-24 |
| 4 | | | | BY: DC DATE: AUG 2015 |
| 5 | | | | SHEET 1 OF 1 |

REVISED RECOMMENDATION
CAR III-5
BCC: 06-02-2016

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10391 County Administrator's Report 9. 5.
BCC Regular Meeting Discussion
Meeting Date: 06/02/2016
Issue: Interlocal Agreement between Escambia County and ECUA Relating to a Potable Water System Improvement Project on Innerarity Island
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

## RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a ~~Portable~~ Potable Water System Improvement Project on Innerarity Island - Jack R. Brown, County Administrator

That the Board~~, subject to Legal review and sign off,~~ approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority, relating to a Potable Water System Improvement Project on Innerarity Island.

[Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502]

## BACKGROUND:

On March 21, 2014, the court ordered the County to become the receiver of IIDC, an abandoned wastewater and water utility. Escambia County has been working with ECUA to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made. ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island.

## BUDGETARY IMPACT:

The State of Florida has provided a Grant to cover the cost associated with the necessary upgrades. Fund 352, Cost Center 110211, Project Number 16 PF 3502.

## LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has worked with ECUA's attorney to prepare this Interlocal Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the County will work with ECUA to upgrade the water utility system on Innerarity Island so that ECUA can accept ownership.

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**Attachments**

Interlocal Agreement between Escambia County and ECUA

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MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD JUNE 2, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:32 p.m. – 7:25 p.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
(Regular Board Meeting only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

2016000563

PUBLIC FORUM WORK SESSION

Click the icon in the left margin to view Public Forum Speaker Slips

Chairman Robinson called the Public Forum Work Session to order at 4:32 p.m. and requested a moment of silence for the Blue Angels' Pilot who passed away today during an airshow in Tennessee.

1. FOR INFORMATION: The Board heard comments from Giffney Nagel concerning an initiative to launch a "co-work annex," which is a new shared workspace and entrepreneurial support community inside 1 Palafox Place.

2. FOR INFORMATION: The Board heard comments from Lafanette Soles-Woods concerning a court hearing regarding Rolling Hills landfill and her request for scrubbers and additional water testing in Wedgewood.

3. FOR INFORMATION: The Board heard comments from Larry Williams, who had questions concerning the amount of taxes South Palafox Properties pays as opposed to the average citizen, and commented concerning ex-felons' right to vote.

PUBLIC FORUM WORK SESSION – Continued

4. FOR INFORMATION: The Board heard comments from the following citizens concerning the possible closure of Rawson Lane:

   A. Cynthia Southern;
   B. Sadie Braxton; and
   C. Martha Nash.

5. FOR INFORMATION: The Board heard comments from Gary Sansing regarding various local issues.

5:11 P.M. – PUBLIC FORUM ADJOURNED
5:35 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Robinson called the Regular Meeting of the Board of County Commissioners to order at 5:35 p.m.

2. Invocation

   John Taylor, Pensacola Florida Stake of The Church of Jesus Christ of Latter Day Saints, delivered the Invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Robertson led the Pledge of Allegiance to the Flag.

4. Adoption of the Agenda

   2016000564

   Click the icon in the left margin to view Meeting Agenda & Speaker Slips

   Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, adopting the agenda as prepared and duly amended.

REGULAR BCC AGENDA – Continued

5. Commissioners' Forum:

A. District 5 – Commissioner Barry offered his thoughts and prayers to Rick and Kim Gorman, whose daughter, Samantha, passed away;

B. District 3 – Commissioner May offered his prayers to the Gorman family;

C. District 2 – Commissioner Underhill offered his thoughts to the Blue Angels and to the family of the Blue Angels' pilot who passed away;

D. District 1 – Commissioner Robertson offered his condolences to the family of David Meeks; and

E. District 4 – Commissioner Robinson echoed the condolences of his colleagues; reminded everyone that this week starts Fiesta, and there will be a parade tomorrow evening, and boat parade at Pensacola Beach; and recognized the DIB *(Downtown Improvement Board)* for organizing an event with the Jacksonian Color Guard in Plaza Ferdinand.

6. Proclamations

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, adopting the following Proclamations:

A. The Proclamation commending and congratulating Ken Canady, Engineering Specialist, Transportation and Traffic Operations, Public Works Department, on his selection as the "Employee of the Month" for June 2016; and

B. The Proclamation commending and congratulating Judge Kerra A. Smith on her appointment to the Escambia County Court.

REGULAR BCC AGENDA – Continued

7. Proof of Publication

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, waiving the reading of the legal advertisement(s) and accepting, 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*, as follows:

A. The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 4, 2016, for consideration of adopting an Ordinance adopting the Perdido Key Master Plan; and

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule May 30-June 3, 2016,* Legal No. 1658582, as published in the *Pensacola News Journal* on May 28, 2016.

8. 5:32 p.m. Hearing

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, upholding the Contractor Competency Board's decision of April 7, 2016, whereby it affirmed its decision of September 2, 2015, finding Respondent, David G. Rademacher, d/b/a Horizon Sunrooms and Spas, Inc., in violation of Section 18-37(c)(1) of the Escambia County Code of Ordinances, *"Disregard or failure to correct building code violations or any municipal or county building codes, ordinances, or laws of the State of Florida …"*; based upon the Contractor Competency Board finding, it was ordered that Respondent, David G. Rademacher, be assessed a $250 fine; $350 administrative fees; Respondent be placed on six months probation; a Letter of Reprimand be placed in Respondent's Contractor record; and the Board reserved jurisdiction to order restitution in this matter to Complainant/Homeowner, Glenn Olsen.

Speaker(s):

David G. Rademacher
Erwin Waters

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court & Comptroller

I. CONSENT AGENDA

1-5. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 5, as follows:

1. Accepting, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (the reports are available online at http://www.escambiaclerk.com/clerk/coc_cafr.aspx ):

   A. The Government Finance Officers Association's version of the Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2015; and

   B. The Auditor General version of the Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2015.

2. Accepting, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2016, as required by Ordinance Number 95-13; on April 30, 2016, the portfolio market value was $290,382,128 and portfolio earnings totaled $180,673 for the month; the short-term portfolio yield was 0.42%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.40%; the enhanced cash portfolio achieved a yield of 0.77%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.55%; the long-term CORE portfolio achieved a yield of 1.33%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.91%.

3. Accepting, for filing with the Board's Minutes, the Tourist Development Tax Collections Data for the March 2016 returns received in the month of April 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2016; total collections for the month of March 2016 returns was $835,429.63; this is a 13.78% increase over the March 2015 returns; total collections year to-date are 15.19% more than the comparable time frame in Fiscal Year 2015.

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

4. Accepting, for filing with the Board's Minutes, the Escambia-Pensacola Human Relations Commission (HRC) Financial Statements for the years ended September 30, 2015, and 2014, as provided by Rebecca Hale, Executive Director, HRC.

5. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 19, 2016;

B. Approving the Minutes of the Regular Board Meeting held May 19, 2016; and

C. Accepting, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held May 10, 2016, as follows:

AGENDA NUMBER

1. Call to Order

Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:04 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on May 9, 2016.

(Continued on Page 7)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Jail Update

A. Board Discussion – The C/W discussed issues regarding the Jail, and the C/W:

(1) Was advised by County Attorney Rogers that the Board gave staff direction to proceed with negotiating a sales contract for a $4.5 million purchase price of the McDonald site, and staff needs Board direction with regards to the current tenants, specifically, whether or not the seller will be required to remove them or not;

(2) Was advised by Commissioner May that he does not believe the Board is prepared to vote on this matter because the environmental impact study has not been received, and he will not vote until he receives a comprehensive plan that is inclusive of the development of the entire Englewood area and addresses drainage;

(3) Was advised by Commissioner Underhill that he has concerns about the appraisals that were conducted on the property, specifically, that there were no income approaches used to evaluate the property, and he believes staff has been given direction concerning providing the Board with an economic plan for the area and a plan to resolve the flooding issues;

(4) Heard comments from Commissioner Robertson supporting the purchase of the McDonald property and expressing his frustration and disappointment during this discussion;

(Continued on Page 8)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(5) Heard the request from County Administrator Brown that the Board vote to authorize staff to expend funds for the development of a master plan for the entire area;

(6) Upon inquiry by Commissioner Robinson, was advised by Joy Blackmon, Director, Public Works Department, that staff continues to pursue grant funding to address drainage issues in the Englewood area, and the Englewood Boys and Girls Club and the Community Center Project have been placed on hold, pending the establishment of a footprint for drainage for the surrounding area;

(7) Heard comments from Commissioner Barry, directed towards County Administrator Brown, concerning fulfilling the requests made by Commissioner May and Commissioner Underhill; and

(8) Was advised by County Administrator Brown that he has clear guidance, which he will execute; and

B. Board Direction – None.

(Continued on Page 9)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

4. Proposed Modeling Project for Pensacola Bay

A. Board Discussion – The C/W discussed a proposed Modeling Project for Pensacola Bay, and the C/W:

(1) Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Spatial Modeling and Mapping to Support Economic Valuation of Natural Resources in Tampa Bay and Pensacola Bay*, presented by Dr. Peter J. Rubec, Research Scientist, Florida Fish and Wildlife Conservation Commission, Fish and Wildlife Research Institute; and

(2) Authorized staff to prepare a letter of support for the National Academy of Sciences Grant proposal from Dr. Rubec, relating to the project entitled "Modeling of Oil Spills in Tampa Bay and Pensacola Bay for Economic Valuation of Coastal Habitats, Biological Resources, and Human Communities," and identify a funding source, to be brought to the Board for approval at the May 19, 2016, BCC Meeting; and

B. Board Direction – None.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

(Continued on Page 10)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

5. Safe Neighborhoods Presentation

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Safe Neighborhoods & Juvenile Crime Prevention Programs*, presented by Clara Long, Division Manager, CRA, and the C/W:

(1) Discussed, with Eric Haines, Chief Deputy, Escambia County Sheriff's Office, the process the Sheriff's Office uses to collect crime data and the difficulties in collecting the data in defined neighborhoods;

(2) Heard the request from Commissioner Robinson that staff explore programs that work with early age youths (early to 3 years old); and

(3) Heard the request from Commissioner Robertson for a survey of the calls to the Sheriff's Office versus actual crime; and

B. Board Direction – None.

(Continued on Page 11)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

6. Interlocal Agreement for the Provision of Mutual Emergency and Critical Incident Response between Escambia County and the City of Pensacola

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Interlocal Agreement for the Provision of Mutual Emergency and Critical Incident Response – Automatic Aid*, presented by Michael Weaver, Director, Public Safety Department; and

B. Board Direction – The C/W recommends that the Board approve, and authorize the Chairman to sign, the Interlocal Agreement for the Provision of Mutual Emergency and Critical Incident Response between Escambia County, Florida, and the City of Pensacola, Florida.

**Recommended 4-0, with Commissioner Robertson absent**

7. Escambia County Mass Transit Advisory Committee (MTAC)

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) 2015 Annual Report*, presented by Nicole Wilson, MTAC Chair; and

B. Board Direction – None.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

(Continued on Page 12)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

8. Disclosure Forms for Roadways, Ponds, and Infrastructure

A. Board Discussion – The C/W discussed Disclosure Forms for Roadways, Ponds, and Infrastructure, and the C/W:

(1) Was advised by County Attorney Rogers that Commissioner Barry has questioned whether or not the County should increase the scope of the disclosure at the time of real estate transactions to include disclosures about other privately owned and privately maintained infrastructure;

(2) Heard comments from Commissioner Barry requesting that the Board support the drafting of a new one-page disclosure that would "hit on" the roadways, stormwater management/ponds, any other infrastructure that may be open-ended, and lift stations;

(3) Was advised by Commissioner Robinson that he supports a new one-page disclosure, and he would request that the information be readily available through the County's GIS; and

(4) Heard comments from Commissioner Underhill in support of a new disclosure form; and

B. Board Direction – None.

(Continued on Page 13)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

9. The Purchase of Community Meeting Notification Signs

A. Board Discussion – The C/W heard comments from Commissioner Robinson concerning the use of interchangeable yard signs, which could be used in all Districts to convey various notifications, and was advised by County Administrator Brown that several small signs have been ordered; and

B. Board Direction – None.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

10. Discussion Regarding Potential Expansion of Pediatrics Services by Escambia County Community Clinics (ECC) in Cantonment

A. Board Discussion – The C/W discussed expanding pediatrics services by Escambia County Community Clinics in Cantonment, and the C/W:

(1) Heard the request from Commissioner Barry for Board support to fund the build-out of a building (the former Janet Holley Office located on Highway 29), which is not owned by the County, in the amount of $250,000, to be funded through Operational Reserves, to expand pediatric services in Cantonment;

(Continued on Page 14)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(2) Was advised by Commissioner Robinson that he supports Commissioner Barry's request; however, he will have to abstain from any vote regarding this matter because of his relationship with Escambia Community Clinics; and

(3) Heard comments from Commissioner May and Commissioner Underhill in support of Commissioner Barry's request; and

B. Board Direction – None.

Speaker(s):

Chandra Smiley

(COMMISSIONER ROBERTSON WAS ABSENT DURING DISCUSSION OF THIS ITEM)

(Continued on Page 15)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued…

C. Report of the May 10, 2016, C/W Workshop – Continued

ITEMS ADDED TO THE AGENDA

1. Ice Flyers Proclamation

A. Board Discussion – The Board presented a Proclamation congratulating Greg Harris and the Pensacola Ice Flyers for winning their third Southern Professional Hockey League President's Cup Championship in four years; and

B. Board Direction – The C/W recommends that the Board ratify the Proclamation, dated May 9, 2016, congratulating Greg Harris and the Pensacola Ice Flyers for winning their third Southern Professional Hockey League President's Cup Championship in four years.

**Recommended 4-0, with Commissioner Underhill absent**

AGENDA NUMBER – Continued

11. Adjourn

Chairman Robinson declared the C/W Workshop adjourned at 12:46 p.m.

GROWTH MANAGEMENT REPORT – Horace Jones, Director,
Development Services Department

I. PUBLIC HEARINGS

1. 5:45 p.m. Public Hearing

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, adopting an Ordinance *(Number 2016-25)* amending Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, amending Chapter 3, Article 3, to adopt Section 3-3.9, the Perdido Key Towncenter Overlay District, establishing permitted and conditional land uses and site and building requirements for development within the overlay district; adopting an overlay district map repealing and replacing Chapter 3, Article 4, Perdido Key Districts, in its entirety; and adopting the Perdido Key Master Plan Design document; this Hearing serves as the second of two required Public Hearings before the BCC, as set forth in Section 2-7.2(a) *(of the Escambia County Land Development Code)* and Florida Statute 125.66(4)(b).

Speaker(s):

Mae Dean
Charles Krupnick

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA

1. Scheduling of Public Hearings

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried 4-1, with Commissioner May voting "no," authorizing the scheduling of the following Public Hearings for July 7, 2016:

A. 5:45 p.m. Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on June 7, 2016:

(1)

| | |
|---|---|
| Case Number: | Z-2016-04 |
| Addresses: | 400 Block of Cummings Road and 29 Cummings Road |
| Property Reference Numbers: | 35-1S-30-9000-000-010 and 35-1S-30-9000-000-008 |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment (du density limited to vested residential development, lodging unit density not limited by zoning) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Tom Hammond, Agent for Eric Hovind with God Quest, Inc., Owner |

(Continued on Page 18)

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA – Continued

1. Continued…

A. Continued…

(2)

| | |
|---|---|
| Case Number: | Z-2016-05 |
| Address: | 251 East Johnson Avenue |
| Property Reference Number: | 21-1S-30-2101-001-006 |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | Com, Commercial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Scott and Tracy Hayes, Owners |

B. 5:46 p.m. Public Hearing - Large Scale Amendment 2016-01 - Beck's Lake Road (first of two Public Hearings); and

C. 5:47 p.m. Public Hearing - Two-Year Warranty Ordinance.

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-14. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner Barry, and carried unanimously, approving Consent Agenda Items 1 through 14, as follows, with the exception of Items 8 and 9, which were held for separate votes, as amended to drop Items 1 and 11:

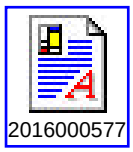
1. Dropping the recommendation that the Board approve the *Request for Disposition of Property* Form for the Pensacola Bay Center, relating to a 1994 Dodge Ram 15 Passenger Van, Property Number 136251, which is described and listed on the Disposition Form, with reason for disposition stated; the truck has been found to be of no further use to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

2. Approving 16 *Request for Disposition of Property* Forms for the Information Technology Department, for all items of equipment, which are described and listed on the Request Forms, with reasons for disposition stated; the items are to be auctioned as surplus or disposed of properly.




3. Approving six *Request for Disposition of Property* Forms for the Road Division, for all items of equipment, which are described and listed on the Request Forms; all are to be auctioned, except for one item to be scrapped due to condition, and one item to be written off to trade in for a new item; the items are to be auctioned as surplus or disposed of properly.

4. Approving the *Request for Disposition of Property* form for the Escambia County Tax Collector's Office, for property which is described and listed on the Disposition Form, with reason for disposition stated; the listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or disposed of properly.

5. Approving, subject to Legal review and sign-off, and authorizing the Chairman to sign, the *Amendment to the Memorandum of Understanding for the Operation of Extension Service in Escambia County* between the Board of County Commissioners of Escambia County; the Florida Cooperative Extension Service, Institute of Food And Agricultural Sciences, University of Florida; and the Extension Council of Escambia County, Florida.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Approving amendments to the Attorney's Standard Form Contracts, as follows:

A. Form (A) - Construction- A/E Designed - Section 14. Public Records;
B. Form (B) - Construction - Section 14. Public Records;
C. Form (C) - Design/Build - Section 15. Public Records;
D. Form (D) - Road/Drainage - Section 14. Public Records, as follows:

**PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Continued…

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

E. Form (F) - Consulting Services for Task Orders - Section 10.3 Records;
F. Form (G) - Consulting Services for Stand-Alone Projects - Section 9.3 Records;
G. Form (H) - Consulting Services for Study - Section 8.3 Records, as follows:

**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.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Continued…

**RECORDS:**

(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**

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Continued…

H. Form (I) - Bridges, Docks and Boat Ramps - Section 8.1 Records, as follows:

(a) The Contractor 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 Contractor 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.

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Continued…

H. Continued…

(b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the adoption of a Maintenance Map for a portion of County Road (CR) 99 (Beulah Road), approximately 1,100 feet in length, lying northerly from the intersection of said Beulah Road and Mobile Highway, and being within Sections 7, 8, 17, and 18, Township 1 South, Range 31 West:

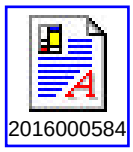
   A. Adopting the Florida Department of Transportation Maintenance Map F.P. No. 4367241, for a portion of CR 99 (Beulah Road), approximately 1,100 feet in length, lying northerly from the intersection of said Beulah Road and Mobile Highway, and being within Sections 7, 8, 17, and 18, Township 1 South, Range 31 West; the Map delineates the extent of County maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

   B. Approving said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

   C. Authorizing the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to execute the Map for recording at that time.

8. See Page 27.

9. See Page 27.




10. Taking the following action concerning the Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Network Program Individual Trail Application for a Multi-Use Trail on Perdido Key Drive (State Road 292):

   A. Authorizing staff to submit an Application for SUN Trail funds to the Florida Department of Transportation to request Grant funding for the Perdido Key Drive Multi-Use Trail project; and

   B. Authorizing the County Administrator to sign the Application and any other documents related to the request for SUN funds, subject to Legal review and sign-off, without further action of the Board, if applicable.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

2016000585

11. Dropping the recommendation that the Board authorize the transfer of trolleys, vehicle numbers 44030 and 44031, to the Escambia County Neighborhood & Human Services Department; the transfer of trolley, vehicle number 44147, to the West Florida Public Library System; and the transfer of trolley, vehicle number 44146, to the City of Pensacola Parks and Recreation Department.

2016000586

12. Taking the following action concerning the AlertEscambia Emergency Notification System:

A. Authorizing Jack R. Brown, County Administrator, to send a letter to all participants of the AlertEscambia Notification System Memorandum of Understanding (MOU), including the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, Ascend Performance Materials Operations, L.L.C., and Gulf Power Company, to notify them that Escambia County will be migrating to a different notification system, which will provide the County access to a state-wide government system, as of July 2016; this new system has been made available to all 67 County Emergency Management Offices in Florida at no cost to the local communities; and

B. Acknowledging that the MOU is terminated by providing this letter as written notice to all participants, per Section 10.12 of the MOU.

2016000587

13. Taking the following action concerning the 2016 NACo Annual Conference:

A. Designating Commissioner Grover C. Robinson, IV, as Escambia County's delegate; and

B. Authorizing the Chairman to sign the 2016 NACo Credentials (Voting) Identification Form.

2016000588

14. Authorizing the Chairman or Vice Chairman to execute the Continuum of Care Certification Form for the 2016 Emergency Solutions Grant.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Form of Agreement for Reimbursement of Paramedic Training Program Expenses

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried unanimously, taking the following action concerning the Form of Agreement for Reimbursement of Paramedic Training Program Expenses between Escambia County and paramedic students who agree to the terms outlined for the Emergency Medical Services (EMS) In-House Paramedic Program:

A. Approving the use of the content and the use of the Form of Agreement for Reimbursement of Paramedic Training Program Expenses; and

B. Authorizing the County Administrator to sign all future Agreements between the County and paramedic students, agreeing to the terms outlined for the Paramedic Training Reimbursement Program.

For Information: Commissioner Robinson and Commissioner May disclosed that they sit on the Pensacola State College Foundation Board, which are non-paid positions.

9. SUN Trail Network Program Individual Trail Application

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried unanimously, taking the following action regarding the Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Network Program Individual Trail Application for a Trail System for the Milton to Pensacola Scenic Bluffs Corridor Connection to the University of West Florida:

A. Authorizing staff to submit an Application for SUN Trail funds to the Florida Department of Transportation to request Grant funding for the trail additions to the Milton to Pensacola Scenic Bluffs Corridor;

B. Authorizing the County Administrator to sign the Application and any other documents related to the request for SUN funds, subject to Legal review and sign-off, without further action of the Board, if applicable; and

C. Authorizing the Chairman to sign the letter of support for the Milton to Scenic Bluffs Corridor Connection SUN Trail Network Grant Application.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

2-20. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 2 through 20, as follows, with the exception of Item 18, which was held for a separate vote, and Item 13, which was rescinded from the motion and re-voted on, as amended to drop Items 5 and 15:

2. Adopting the Resolution *(R2016-68)* approving Supplemental Budget Amendment #167, Mass Transit Fund (104), in the amount of $418,060, to recognize additional prior year fund balance revenues for Escambia County Area Transit and to appropriate the funds to be used for mass transit operations.

3. Adopting the Resolution *(R2016-69)* approving Supplemental Budget Amendment #169, FTA Capital Projects Fund (320), in the amount of $40,593, to recognize insurance proceeds for a vehicle that was damaged as a result of the April 2014 floods and to appropriate these funds to purchase another special needs vehicle.

4. Adopting the Resolution *(R2016-70)* approving Supplemental Budget Amendment #171, Other Grants and Projects Fund (110), in the amount of $10,489, to recognize proceeds from the State-Funded Subgrant Agreement Contract Number 17-CP-11-01-27-01-XXX between the State of Florida, Division of Emergency Management and Escambia County, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

5. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #173, Local Option Sales Tax III Fund (352), in the amount of $6,503,653, to recognize proceeds from two Federally Funded Sub-grant Agreements from the United States Department of Homeland Security, Federal Emergency Management Agency, and to appropriate these funds for Hazard Mitigation within the Bristol Creek Area and the Lake Charlene Area.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

6. Taking the following action concerning the Fiscal Year 2015/2016 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

   A. Approving to allocate the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $641,522, and from Cost Center 360105, in the amount of $1,330,898, for a combined total of $1,972,420;

   B. Approving the Amendment to Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $1,972,420, for a total allocation of $7,500,070, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201;

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

   D. Authorizing the execution of the necessary Change Order.

7. Approving the extension to the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, extending the existing Contract for an additional year, effective June 1, 2016 (Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

8. Approving, and authorizing the County Administrator to execute, the following Change Order for the Blanket Purchase Order to Southern Light, LLC, for Ethernet Services to the West Florida Library System; the requested increase is due to circuit upgrades for two locations – Century Library and connection of the Emergency Operations Center to the Main Library (Funding Source: Fund 113, Library Fund, Cost Center 110503, Object Code 54101):

| | |
|---|---|
| Department: | Information Technology/Library |
| Type: | Additional |
| Amount: | $7,559.77 |
| Vendor: | Southern Light, LLC |
| Project Name: | Ethernet Service |
| Purchase Order #: | 160203 |
| Change Order #: | 1 |
| Original Amount: | $48,360.00 |
| Amount of Change Order: | $7,559.77 |
| New Total: | $55,919.77 |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

9. Approving, and authorizing the County Administrator to execute, the following Change Order #1 to Henry Schein, Inc., for medical supplies for Emergency Medical Services (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, Object Code 55201):

| | |
|---|---|
| Department: | Public Safety Department |
| Division: | EMS |
| Type: | Addition |
| Amount: | $20,000 |
| Vendor: | Henry Schein, Inc. |
| Project Name: | N/A |
| Purchase Order (PO)#: | 160607 |
| Change Order (CO)#: | 1 |
| Cost Center for CO: | 330302 |
| Original PO Amount: | $49,000 |
| Cumulative Amount of Change Orders through this CO: | $20,000 |
| New PO Total: | $69,000 |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

2016000598

10. Approving, and authorizing the County Administrator to execute, the following Change Order #1, to Bound Tree Medical, LLC, for medical supplies for Emergency Medical Services (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, Object Code 55201):

| | |
|---|---|
| Department: | Public Safety Department |
| Division: | EMS |
| Type: | Addition |
| Amount: | $10,000 |
| Vendor: | Bound Tree Medical, LLC |
| Project Name: | N/A |
| Purchase Order (PO) #: | 160921 |
| Change Order (CO) #: | 1 |
| Cost Center for CO: | 330302 |
| Original PO Amount: | $52,500 |
| Cumulative Amount of Change Orders through this CO: | $10,000 |
| New PO Total: | $62,500 |

2016000599

11. Approving, and authorizing the Chairman to sign, the Agreement for Veterinary Supplies between Escambia County and Merritt Veterinary Supplies, Inc., per the terms and conditions of PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, in the estimated annual amount of $100,000, for a term of 36 months, with two options for 12-month extensions, for a maximum term of 60 months (Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201, Veterinary Clinic Supplies).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

12. Approving and authorizing the issuance of a Purchase Order for PD 15-16.047, Purchase and Installation of Arena Sound System, Partial Replacement, to AP Sound, Inc., d/b/a All Pro Sound, in the amount of $61,140.98, for the purchase and installation of equipment for the partial replacement of the arena sound system (Funding: Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 56401, Pensacola Bay Center).

13. See Page 37.

14. Approving the issuance of, and authorizing the County Administrator to sign, a Purchase Order to Menzi USA Sales, Inc., per the terms and conditions of PD 15-16.041, Slope Mower Tractors, based on a bid of $237,024, less a trade-in value of $18,000, for a lump sum total of $219,024 (Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401).

    Requests for Invitations to Bid were publicly noticed on Monday April 4, 2016, in the *Pensacola News Journal*, and two known suppliers were also notified on April 4, 2016; one response was received on Wednesday, May 4, 2016; Menzi USA Sales, Inc.'s, overall bid consisted of $237,024 for two new slope mowers, less the trade-in value of $18,000 for 2 older models the Road Department desires to replace, for a lump sum total of $219,024.

15. Dropping the recommendation that the Board approve, subject to Legal review and sign-off, the Memorandum of Understanding between Escambia County and Escambia Community Clinics to fund $250,000 for the expansion of Pediatric Services in Cantonment, Florida.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

16. Taking the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Bridge #484048 on Crary Road over Pritchett Mill Creek (Funding Source: Fund 175, "Transportation Trust Fund," Account 210402/54601):

    A. Adopting the Resolution *(R2016-71)* authorizing the Agreement;

    B. Adopting the Resolution *(R2016-72)* authorizing the temporary road closure of Crary Road, over Pritchett Mill Creek, for approximately 275 days, and traffic detours at Tedder Road, County Road 4, and Byrneville Road;

    C. Approving the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of Bridge #484048 on Crary Road over Pritchett Mill Creek; and

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

17. Taking the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Bridge #484020 on Hanks Road over Breastworks Creek (Funding Source: Fund 175, "Transportation Trust Fund," Account 210402/54601):

    A. Adopting the Resolution *(R2016-73)* authorizing the Agreement;

    B. Adopting the Resolution *(R2016-74)* authorizing the temporary road closure of Hanks Road, over Breastworks Creek, for approximately 275 days, with traffic detours available at County Road 99, County Road 4, and Pine Barren Road;

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

2016000605

17. Continued…

C. Approving the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County, related to the replacement and maintenance of Bridge #484020 on Hanks Road, over Breastworks Creek; and

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

18. See Page 38.

2016000607

19. Approving the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling $100,000, as follows (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107):

**FROM:**

| Description | District | Amount |
|---|---|---|
| Maplewoods Drainage | 3 | $100,000 |

**TO:**

| Description | District | Amount |
|---|---|---|
| Lincoln Park | 3 | $100,000 |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-20. Approval of Various Consent Agenda Items – Continued

20. Taking the following action regarding the purchase of four Glaval Cutaway Transit Vehicles for Escambia County Area Transit (Funding: Fund 320; FTA Capital Project Fund; Cost Centers 211234, 211231, and 211233; Object Code 56401 - local match is provided by Toll Revenue Credits):

A. Approving and authorizing the County to purchase four Glaval Cutaway Transit Vehicles for Escambia County Area Transit, using the State of Florida Department of Transportation Contract #TRIPS-11-CA-GB, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Awarding a Purchase Order, in accordance with the specifications, in the amount of $438,044, to Getaway Bus, Inc.

Because Federal funds are being used for the purchase of these vehicles, the County must comply with 49 CFR (Code of Federal Regulations), the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. The rules apply to all Federal projects and prohibit the restricting of purchase to local entities, however, the specifications were posted on the Escambia County website for 30 days to allow local businesses to offer a competitive bid. No bids were received.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. SBA #164

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving to table for two weeks the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment (SBA) #164, Community Redevelopment Block Grant Fund (129), in the amount of $281,868, recognizing Funds from the sale of voluntary tax credits and appropriating these Funds to assist the City of Pensacola in remediating the site known as the Corrine Jones Park, at which time the Board will have a plan of action of milestones for the complete remediation of that project.

13. Change Order for Cameron-Cole, LLC

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving to reschedule for the June 16, 2016, BCC Meeting, the recommendation that the Board approve, and authorize the County Administrator to execute, the following Change Order, in the amount of $316,646.78, to Cameron-Cole, LLC, on Contract PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring (Funding: Fund 129/Voluntary Cleanup Tax Credit [VCTC], Cost Center 370213):

| | |
|---|---|
| Department: | Neighborhood & Human Services |
| Division: | Neighborhood Enterprise Division |
| Amount: | $316,646.78 |
| Vendor: | Cameron-Cole, LLC |
| Project: | Former Escambia County Mosquito Control Facility Remediation Monitoring |
| Contract: | PD 13-14.020 |
| Purchase Order No: | 141429 |
| Change Order (CO) No: | 2 |
| Original Award Amount: | $458,093 |
| Cumulative Amount of Change Orders through this CO: | $563,831.78 (CO #1 of $247,185 was part of the original award amount) |
| Contract Total: | $774,739.78 |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Olive Road East Multi-Lane Reconstruction and Drainage Project

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Robertson abstaining *(and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)*, taking the following action:

A. Approving reallocation of funds from the Capital Improvement Program, totaling $380,000, from Olive Road Corridor Study (District 4), in the amount of $30,000, and Burgess Road Sidewalk Project (District 3), in the amount of $350,000, to Olive Road East Multi-Lane Reconstruction and Drainage Project; and

B. Authorizing the County Administrator to execute the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.017, for the Olive Road East Multi-Lane Reconstruction and Drainage Project (Funding Source: Fund 352, "Local Option Sales Tax," Account 210107, Object Code 56301, Project #14EN3244, and Account 210109, Object Code 56301, Project #10EN0363):

| | |
|---|---|
| Department: | Public Works |
| Division: | Engineering/Infrastructure Division |
| Type: | Addition |
| Amount: | $769,507.37 |
| Vendor: | Roads, Inc. of NWF |
| Project Name: | Olive Road East Multi-Lane Reconstruction and Drainage Project |
| Contract: | PD 14-15.017 |
| Purchase Order #: | 150986 |
| Change Order (CO) #: | 2 |
| Original Contract Award: | $4,531,541.13 |
| Cumulative Amount of Change Orders through this CO: | $764,071.05 |
| New Contract Amount: | $5,295,612.18 |

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, taking the following action concerning the purchase of three parcels of real property (approximately 0.90 acre, with two mobile homes and one concrete building), located at 1702 and 1704 West Lakeview Avenue, and 1907 North "L" Street, from Shalanda A. Davis, for the Kupfrian Park Drainage Improvement Project (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107/56101, Project #10EN0433):

A. Authorizing the purchase of three parcels of real property (approximately 0.90 acre, with two mobile homes and one concrete building), located at 1702 and 1704 West Lakeview Avenue, and 1907 North "L" Street, for the approved amount of $29,250, for the Kupfrian Park Drainage Improvement Project, from Shalanda A. Davis;

B. Approving the Contract for Sale and Purchase and the Public Disclosure of Interest for the purchase of real property located at 1702 and 1704 West Lakeview Avenue, and 1907 North "L" Street (approximately 0.90 acre); and

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

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. PD 15-16.034

Motion made by Commissioner May, seconded by Commissioner Robertson, and carried unanimously, approving to table the recommendation that the Board discuss the following items concerning PD 15-16.034, Professional Services for Escambia County, FL Related to the RESTORE Act:

A. The Selection Committee determined the team of GrayRobinson, P.A.; Capitol Hill Consulting Group; and Statecraft, LLC, to be the most qualified to accomplish the goals set forth in the Request for Proposals;

B. The fee requested to perform the services is an annual lump sum of $96,000, to be paid monthly at a rate of $8,000; and

C. If the Board approves the Agreement with the #1-ranked firm, the Board will need to establish a funding source, approve the provided Agreement for Professional Consulting Services between Escambia County and GrayRobinson, P.A., and authorize the Chairman to sign the Agreement.

3. Value Adjustment Board Appointment

Motion made by Commissioner Underhill, seconded by Commissioner Robertson, and carried unanimously, appointing Gregory P. Farrar to the Escambia County Value Adjustment Board, to serve a four-year term, effective, June 10, 2016, through June 9, 2020, to replace Rodger "RP" Doyle, whose current term expires on June 9, 2016, and who does not wish to be considered for reappointment:

A General Alert was posted on the County's website from April 22, 2016, to May 6, 2016, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Farrar has expressed his interest in serving on the VAB. Mr. Leccese is Commissioner Robinson's nominee.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. OLFx

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, taking the following action:

A. Allocating $430,732 from the existing $5,000,000 set aside from the OLFx project for payment to Naval Facilities Engineering Command (NAVFAC), for administrative costs associated with the proposed land swap for the OLFx project;

B. Authorizing payment of 50% of the above-noted allocation, in the amount of $215,366, to NAVFAC for the administrative costs; and

C. Authorizing the County Administrator to make future payments to NAVFAC upon receipt of invoice and appropriate documentation, up to the maximum authorized budget of $430,732.

(Funding Source: Local Option Sales Tax Fund 352, Cost Center 110273, Project 16PF3518)

5. Interlocal Agreement with ECUA

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA), relating to a Potable Water System Improvement Project on Innerarity Island (Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502).

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1&3. Approval of For Action Items 1 and 3

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, approving For Action Items 1 and 3, as follows:

1. Taking the following action concerning scheduling an Attorney/Client Session to discuss pending litigation in the Cases of *Escambia County v. Innerarity Island Development Corporation* (IIDC), Case No.: 2014 CA 000237, and *Escambia County v. Kathy Collins & IIDC*, Case No.: 2014 CA 002103:

   A. Scheduling a private meeting with the Board's attorneys to discuss pending litigation, in accordance with Section 286.01(8), Florida Statute, for June 16, 2016, at 3:30 p.m.; and

   B. Approving the Public Notice printed below, to be published in the *Pensacola News Journal* on Saturday, May 28, 2016:

PUBLIC NOTICE

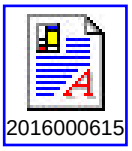
IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the case of Escambia County v. Innerarity Island Development Corporation (IIDC), Case No.: 2014 CA 000237, and Escambia County v. Kathy Collins & IIDC, Case No.: 2014 CA 002103, in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, June 16, 2016 at 3:30 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Grover C. Robinson, IV, Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Attorney representing Escambia County, Sally Fox, and a certified court reporter will attend the attorney/client session.

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

1&3. Approval of For Actions Items 1 and 3

3. Authorizing the Chairman's signature on the provided disclosure letter for Gulf Power Company's proposed 2016 remarketing of Escambia County, FL Pollution Control Revenue Refunding Bonds (Gulf Power Project), Series 2016.




2. Conveyance of Property to the United States of America

Motion made by Commissioner Robertson, seconded by Commissioner Barry, and carried unanimously, taking the following action:

A. Authorizing the conveyance, to the United States of America, a parcel of property, containing approximately 601.41 acres, owned by Escambia County and located off of Ard Field Road in Santa Rosa County, in exchange for property owned by the United States of America (as represented by the Department of the Navy), located off Frank Reeder Road in Escambia County, Florida, commonly known as Navy Outlying Landing Field Site 8;

B. Adopting a Resolution *(R2016-75)*, as required in Section 125.37, Florida Statutes, approving the exchange, in accordance with the terms and conditions described in the Land Exchange Agreement between the United States of America/Department of the Navy and Escambia County, Florida; and

C. Authorizing the Chairman to execute the Resolution, Land Exchange Agreement, Deed, and other documents, subject to Legal sign-off, necessary to complete the exchange.

(Funding: Cost Center 110201, Account 54905)

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Designee to the Early Learning Coalition

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, appointing Christina L. Doss, replacing Dale E. Cooey, who resigned, as Commissioner Steven L. Barry's designee to the Early Learning Coalition, with a term of office effective June 2, 2016, and running concurrent with Commissioner Barry's term of office (November 2016), or at his discretion.

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON, IV

1. Adoption of a Proclamation

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, adopting the Proclamation congratulating and commending Benjamin Akerman for reaching the goal of Eagle Scout.

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Robinson declared the Regular Meeting of the Board of County Commissioners adjourned at 7:25 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Grover C. Robinson, IV, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: June 16, 2016

# ECUA CHANGE ORDER FORM

**ECUA Project Name:** Innerarity Island Water System **ECUA Project No.:** CW 612 **C.O. #.** 001 **dated** 8 May 2017

The Contractor, Southern Utility Co. Inc. , is hereby ordered to make the following changes from the plans and specifications or do the extra work on your contract dated February 1, 2017. The adjustment in compensation and contract time that will be due the Contractor by reason of these changes will be made on the following basis:

| Item No. | Item Description and Justification | Unit | Quantity | Unit Price [$] (1) | Extension [$] (show + or -) | Days (show + or -) |
|---|---|---|---|---|---|---|
| 1 | Replace Townhome Master Meter (2 required) | each | 1 | $12,575.00 | $12,575.00 | 3.00 |
| 1 | Additional Work Required to Install Master Meter at Townhome: Earthwork, Possible R&R of Fence, adjust/relocate water main, adjust/relocate valves, adjust/relocate existing Backflow, Restore ROW | L/S | 1 | $2,116.00 | $2,116.00 | 3.00 |
| 1 | Testing | each | 1 | $0.00 | $0.00 | 2.00 |
| 2 | Water Service Renewals - Long - Developed Parcels | each | 9 | $465.00 | $4,185.00 | 2.00 |
| 3 | Water Service Renewals - Short - Developed Parcels | each | 4 | $317.00 | $1,268.00 | 1.00 |
| 5 | Water Service Renewals - Long - Undeveloped Parcels | each | 56 | $469.75 | $26,306.00 | 12.00 |
| 6 | Water Service Renewals - Short - Undeveloped Parcels | each | 115 | $183.15 | $21,062.25 | 23.00 |
| 8 | Roadway Cut and Patch | sq.yds. | 23 | $55.00 | $1,265.00 | 1.00 |
| 9 | Replace Water Meters - (13) developed parcels and (7) Irrigation | each | 20 | $59.50 | $1,190.00 | 2.00 |
| 16 | Driveway Cut and Patch - Asphalt | sq.yds. | 7 | $53.30 | $373.10 | 2.00 |
| 17 | Driveway Cut and Patch - Concrete | sq.yds. | 62 | $46.45 | $2,879.90 | 3.00 |
| 18 | Driveway - Remove and Replace - Brick Pavers | sq.yds. | 10 | $275.00 | $2,750.00 | 1.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 19 | Driveway Cut and Patch - Textured Concrete | sq.yds. | 37 | $110.00 | $4,070.00 | 3.00 |
| 20 | Driveway Cut and Patch - Gravel | sq.yds. | 5 | $127.30 | $636.50 | 1.00 |
| 26 | Replace Non-Std Pipe Main at West End of Tarpon - Main is on private property and needs to be moved to the ROW - 6" Water Main Relocate | l.f. | 60 | $22.30 | $1,338.00 | 3.00 |
| 27 | Replace Non-Std Pipe Main at West End of Tarpon - Main is on private property and needs to be moved to the ROW - 3" Water Main Relocate | l.f. | 5 | $23.45 | $117.25 | |
| 28 | Relocate Existing Flush Hydrant at West End of Tarpon | each | 1 | $411.00 | $411.00 | |
| 29 | Testing | each | 1 | $0.00 | $0.00 | 2.00 |
| 30 | Upgrade 4" Main on Red Cedar to 6" for Fire Hydrant Installation | l.f. | 140 | $17.50 | $2,450.00 | 5.00 |
| 31 | **Credit** for Installing Fire Hydrant on Tee instead of doing Wet Tap | each | 1 | $1,344.00 | -$1,344.00 | |
| 32 | Testing | each | 1 | $0.00 | $0.00 | 2.00 |
| 33 | Connection to 4" Line for Upgrade 4" Main on Red Cedar to 6" for Fire Hydrant Installation | each | 1 | $1,513.75 | $1,513.75 | |
| 34 | Connection to 6" Line for Upgrade 4" Main on Red Cedar to 6" for Fire Hydrant Installation | each | 1 | $1,681.20 | $1,681.20 | |
| 35 | Irrigation Water Service Renewals - Long - Developed Parcels | each | 3 | $471.20 | $1,413.60 | 1.00 |
| 36 | Irrigation Water Service Renewals - Short - Developed Parcels | each | 4 | $321.45 | $1,285.80 | 1.00 |

5/16/17

| | | | | | | |
|---|---|---|---|---|---|---|
| 37 | Relocate Existing Water Meters to Property Line | each | 27 | $348.90 | $9,420.30 | 5.00 |
| 38 | Upgrade 2" Wheel Handle Valves to ECUA Stds | each | 2 | $1,346.15 | $2,692.30 | 2.00 |
| 39 | Testing | each | 1 | $0.00 | $0.00 | 2.00 |
| 40 | Dewatering for Valves | each | 2 | $133.65 | $267.30 | |
| 41 | Restore ROW at Valves / Seed and Mulch | each | 2 | $141.90 | $283.80 | |
| 42 | Install 6" Casing Under Driveway located at 16410 North Shore Court | l.f. | 24 | $82.35 | $1,976.40 | |
| | | | | | | |
| *(1) Must match contract item number and unit price when applicable.*<br>*(2) Attach additional documentation if space is insufficient for proper justification* | | | | **TOTALS:** | $104,183.45 | 82.00 |

**16.4 Weeks**

Signatures:

| | | | | Contract $ | Contract Dates/Days |
|---|---|---|---|---|---|
| Contractor: | Jo Moore | Date: | 5/8/17 | Notice to Proceed date: | N/A | 1/2/2017 |
| EOR: | | Date: | 5/8/17 | Original contract Total: | $ $445,859.52 | 210 |
| ECUA Inspector: | | Date: | | Total +/- of all previous C.O.'s: | $ $0.00 | 0 |
| ECUA PM: | | Date: | | Total +/- of this C.O.: | $ $104,183.45 | 115 |
| ECUA Exec Dir: | | Date: | | Revised contract Total: | $ $550,042.97 | 325 |
| | | | | Revised final completion date : | N/A | 11/23/2017 |
| | | | | Revised substantial completion date: | N/A | 10/24/2017 |

***form date Sep. 1, 2016***

# Innerarity Island Water System
# ECUA Project No. CW 612
# KH&A Project No 2016-29
# Bid No CC 2017-02

**RE: On-Site Meeting for Q&A with regard to Change Order #1**
**Wednesday; 5.03.2017 at 2:00 pm**

Attending: Daniel Corliss w/ECUA, Tommy Taylor w/ECUA, Eric Ball w/ECUA, Ed Bowels w/KH&A, Denny Harris w/Southern Utility and Jo Moore w/Southern Utility

**Summary of Discussion for Change Order #1**

1) All roadway cut & patch will be field verified by Eric Ball w/ECUA for final billing.

2) It was agreed that the line item for the connection to the 4" line for the upgrade on Red Cedar from 4" to 6" is acceptable.

3) It was agreed that the line item for the connection to the 6" line for the upgrade on Red Cedar from 4" to 6" is acceptable.

4) All driveway cut & patch (asphalt, concrete, brick pavers, textured concrete and gravel) will be field verified by Eric Ball w/ECUA for final billing. Note that some driveways will be directional drilled and payment will be covered by the contract unit price for cut & patch with predetermined width x length field verified by Eric Ball w/ECUA.

5) All existing irrigation water services are to be renewed.

6) All Existing Water Meters located far away from the property line will be re-located to the property line and will be field verified by Eric Ball w/ECUA for final billing.

5/8/2017

RFI

Seascape Circle
Broken

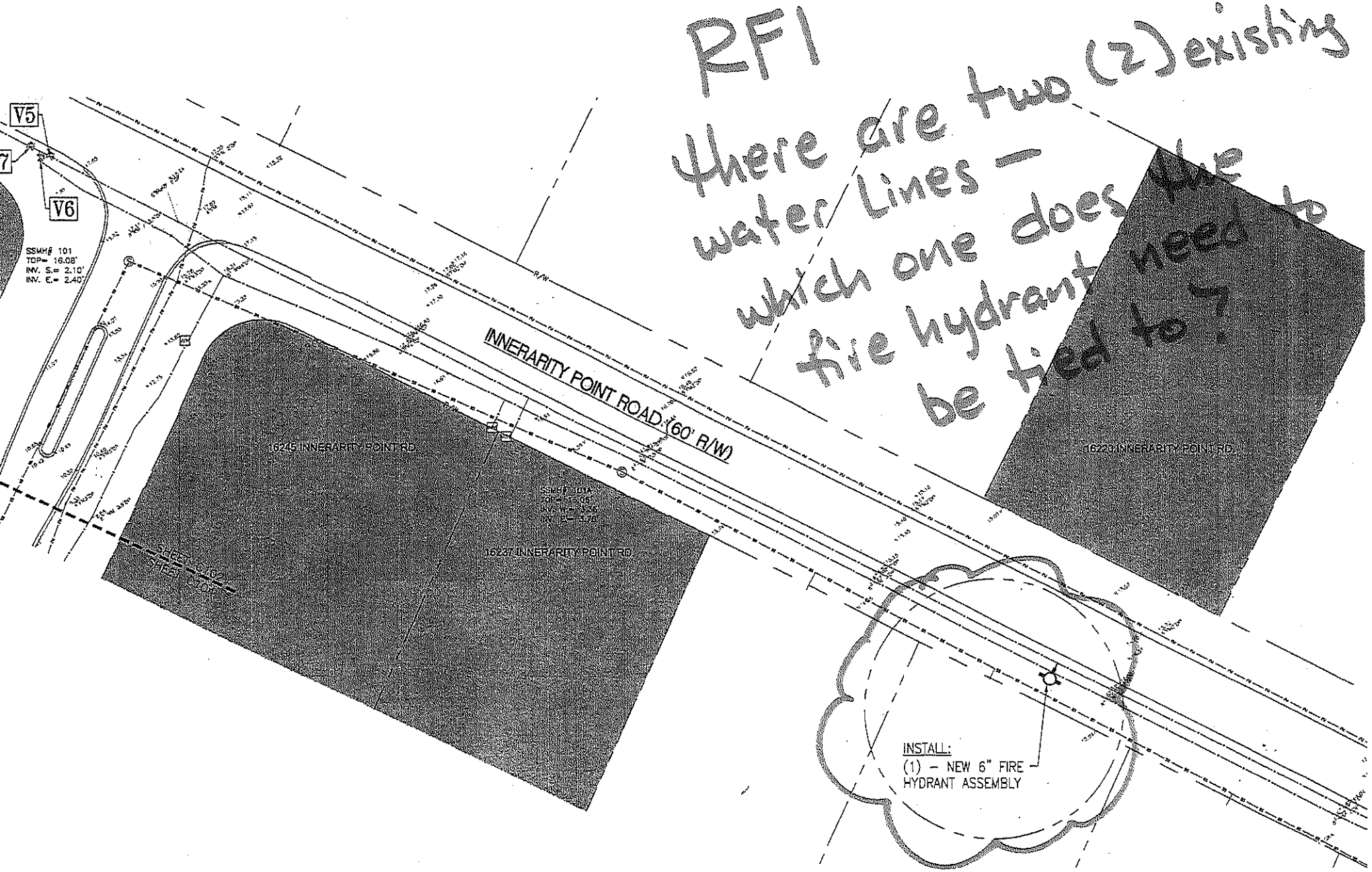
Seascape Court

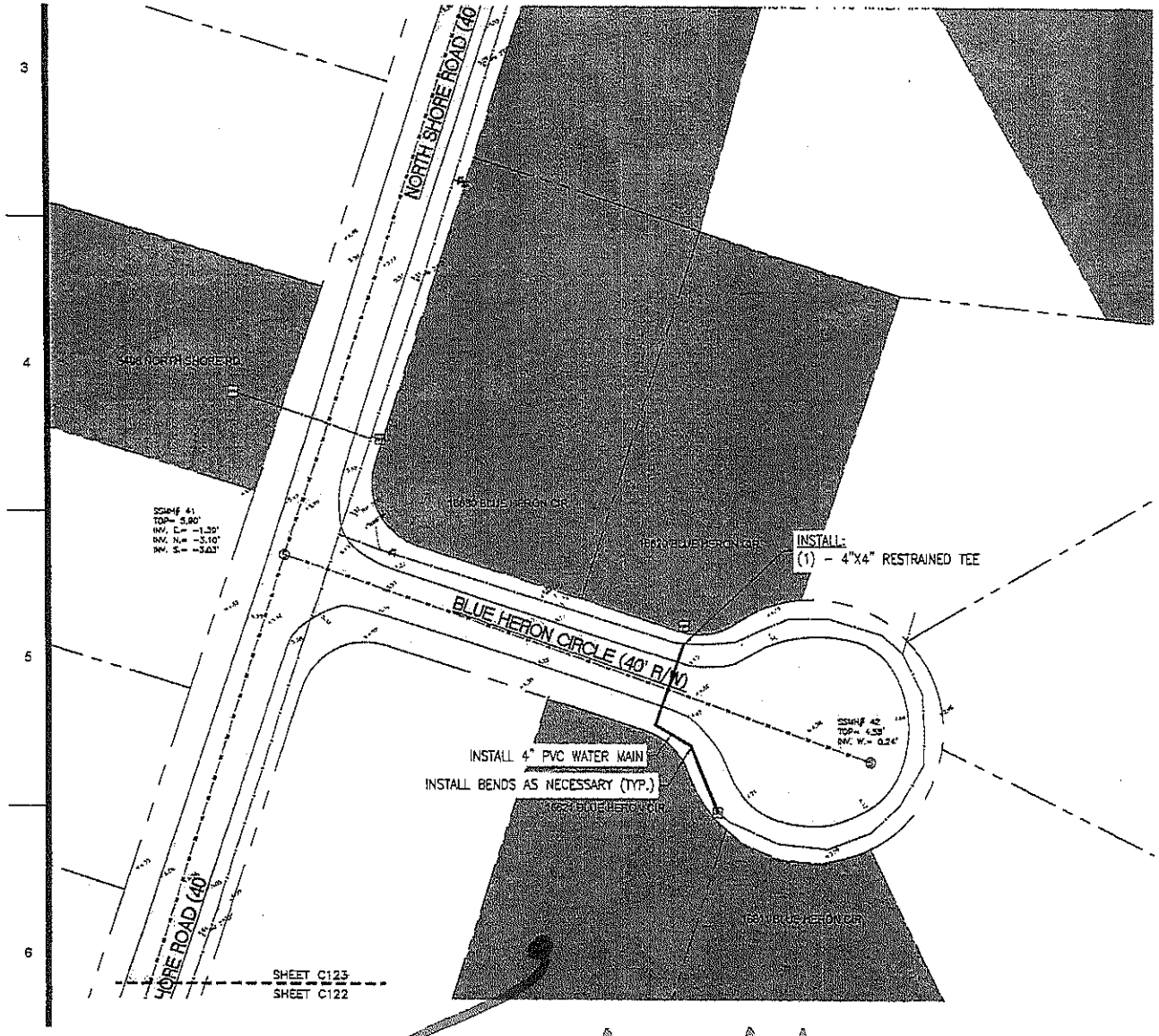
Existing values have wheel handles
① Do we need to replace w/ ECUA values?
② What do you want us to do if we find more?

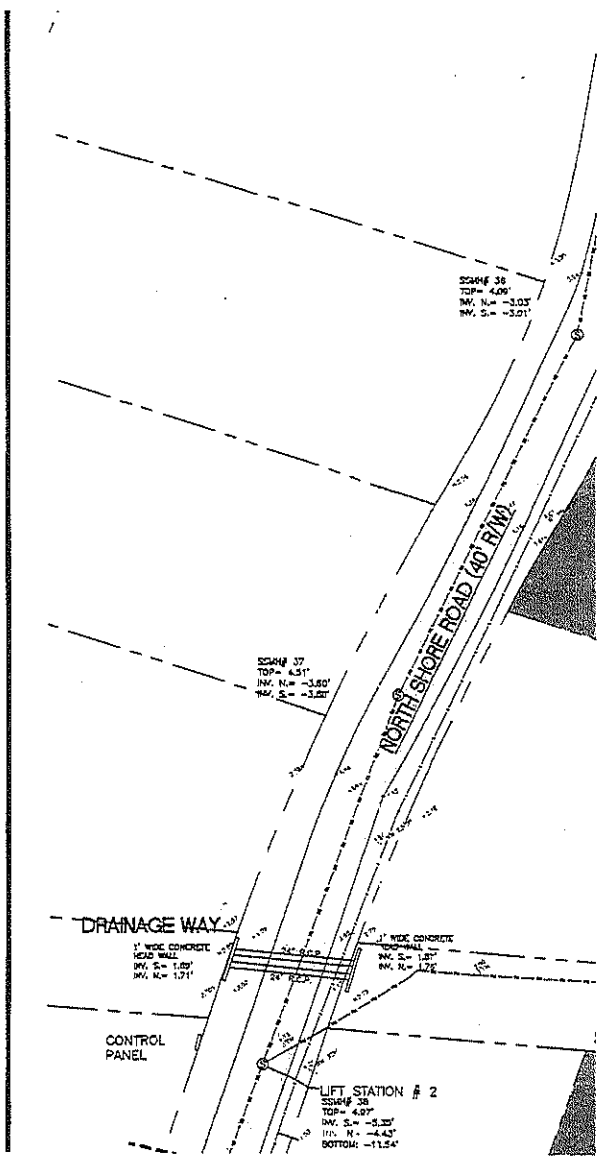
RFI

4/5/17

Rain gauge installed at corner of Seascape St. and Seascape Cove. Plz confirm this is acceptable —


RFI
There are two (2) existing water lines — which one does the fire hydrant need to be tied to?
V5
V6
SSMH# 101
TOP= 16.08'
INV. S.= 2.10'
INV. E.= 2.40'
INNERARITY POINT ROAD (60' R/W)
16245 INNERARITY POINT RD.
16237 INNERARITY POINT RD.
16220 INNERARITY POINT RD.
INSTALL:
(1) – NEW 6" FIRE HYDRANT ASSEMBLY
sht C102

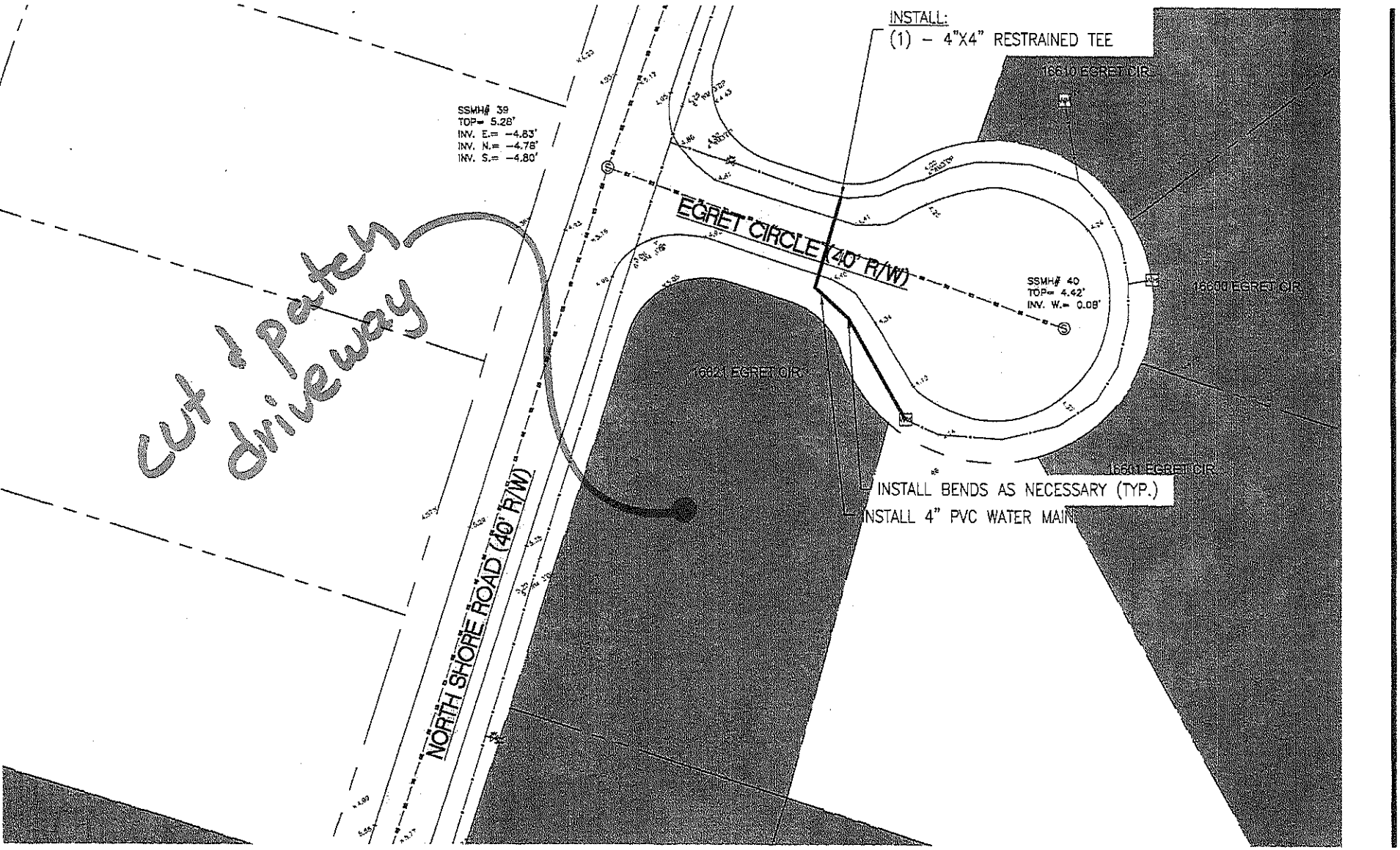



cut & patch driveway

Sht C123

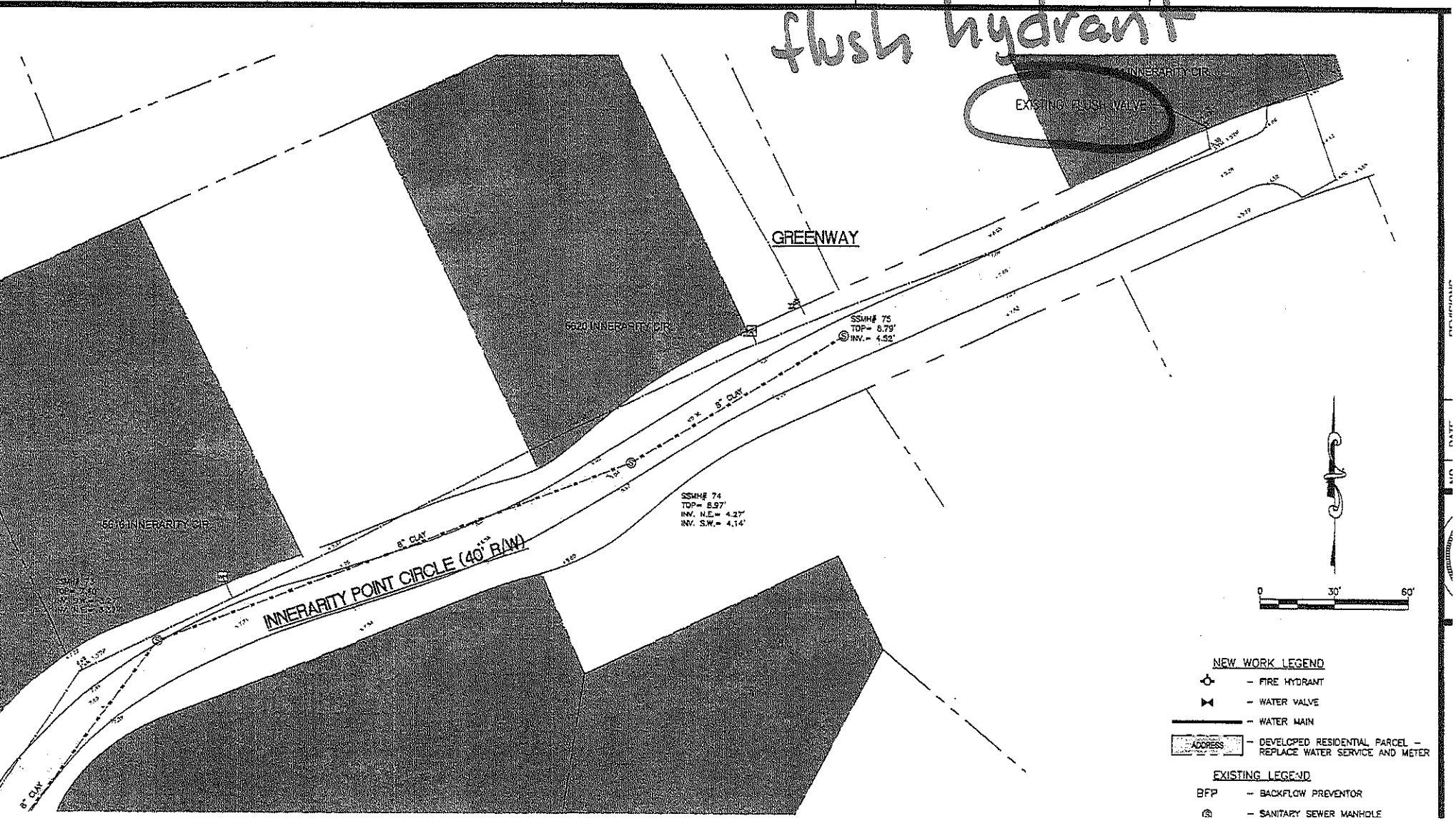
jects\2016-29 Innarnity Water Upgrades\DWGS\CIVIL\2016-29_C1XX.dwg, Jan 31, 2017 - 10:03:25AM, priscilla


INSTALL:
(1) – 4"X4" RESTRAINED TEE
16610 EGRET CIR.
SSMH# 39
TOP= 5.28'
INV. E.= -4.83'
INV. N.= -4.76'
INV. S.= -4.80'
EGRET CIRCLE (40' R/W)
SSMH# 40
TOP= 4.42'
INV. W.= 0.08'
16600 EGRET CIR.
16621 EGRET CIR.
16611 EGRET CIR.
cut & patch driveway
NORTH SHORE ROAD (40' R/W)
INSTALL BENDS AS NECESSARY (TYP.)
INSTALL 4" PVC WATER MAIN

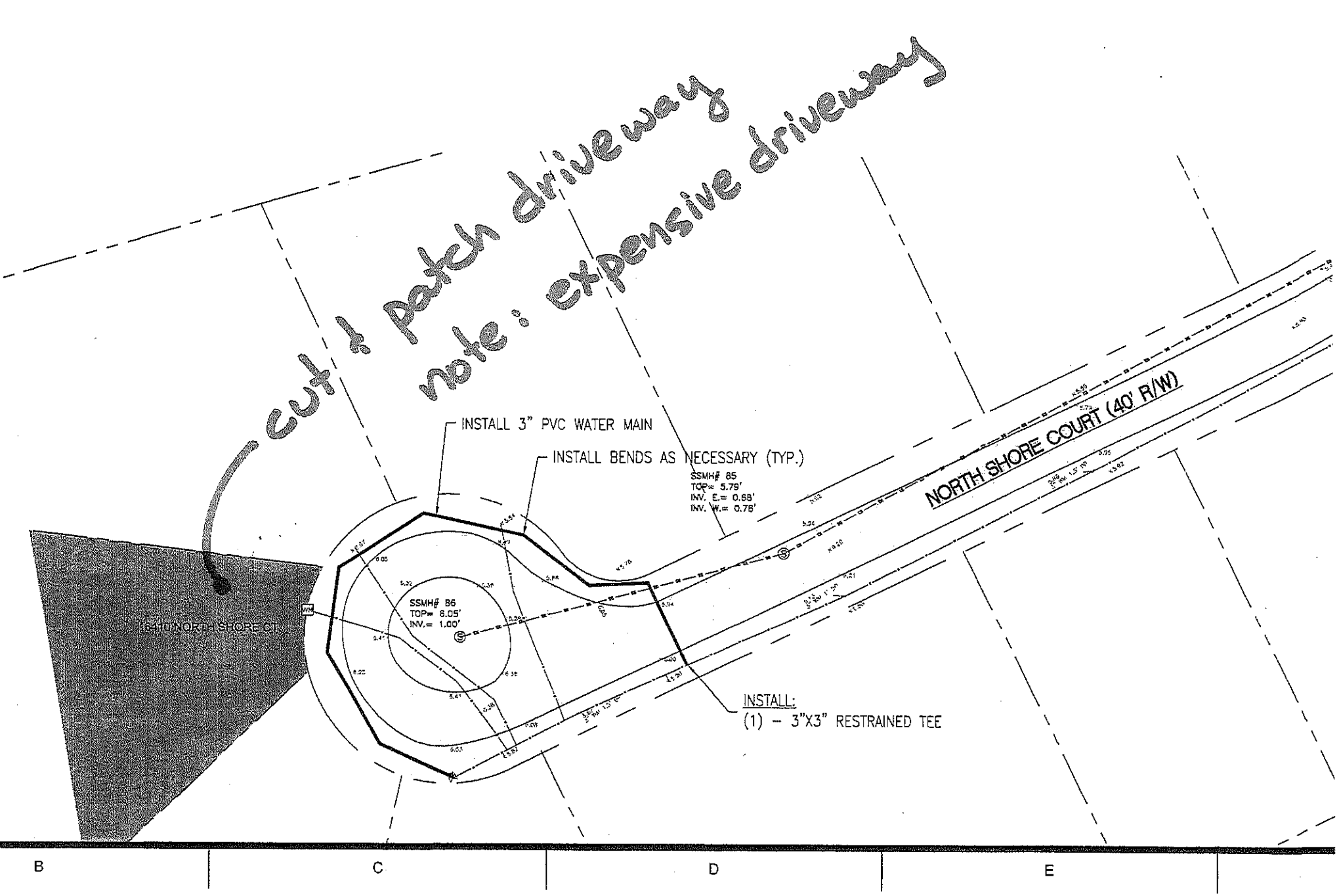
sht C123

RFI

note No existing flush hydrant

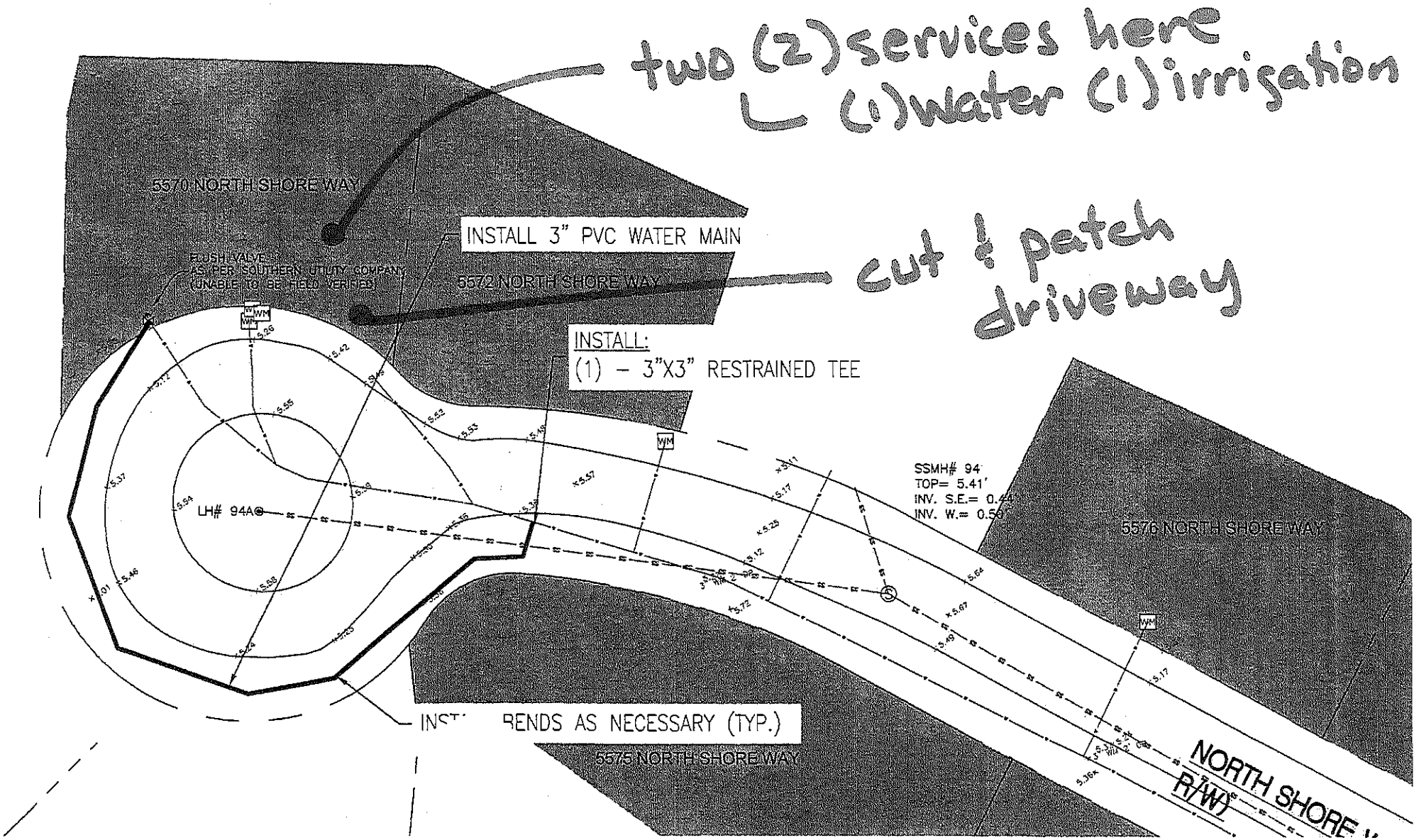



Sht C119

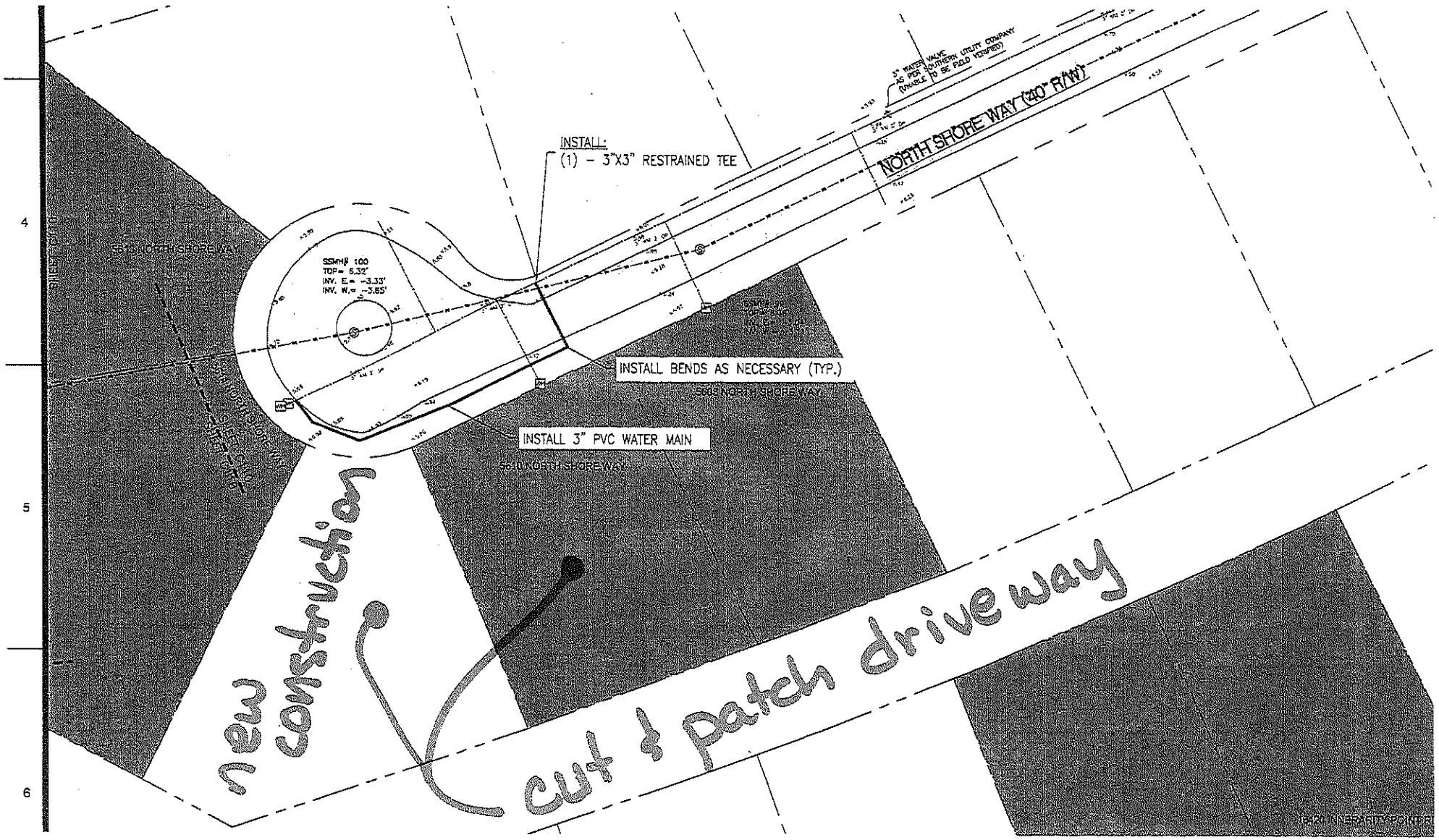

cut & patch driveway
note: expensive driveway
INSTALL 3" PVC WATER MAIN
INSTALL BENDS AS NECESSARY (TYP.)
SSMH# 85
TOP= 5.79'
INV. E.= 0.68'
INV. W.= 0.78'
NORTH SHORE COURT (40' R/W)
6410 NORTH SHORE CT.
SSMH# 86
TOP= 6.05'
INV.= 1.00'
INSTALL:
(1) - 3"X3" RESTRAINED TEE
B
C
D
E

sht C112

RFI - What about irrigation services ?!?



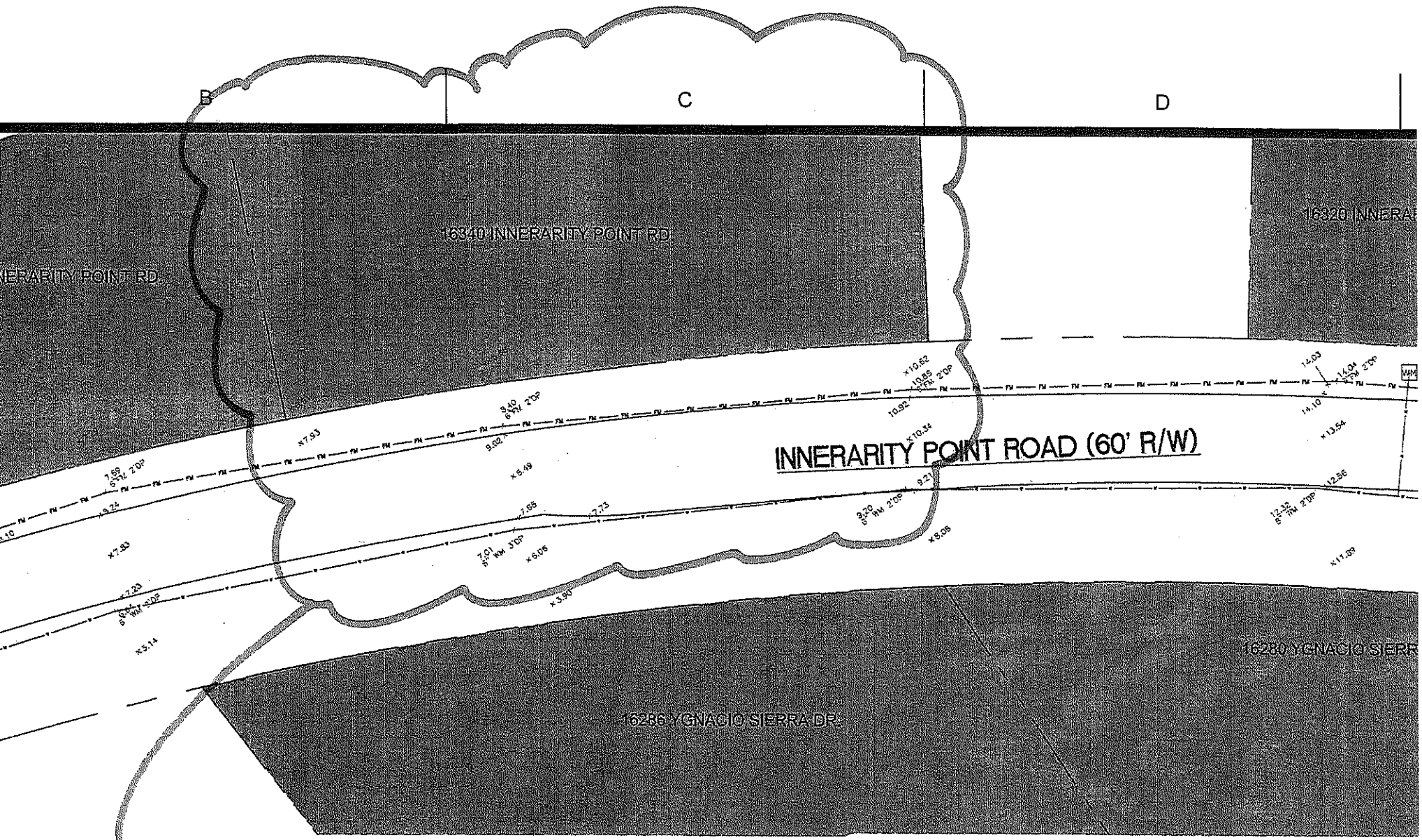

sht C111



INSTALL:
(1) - 3"X3" RESTRAINED TEE
NORTH SHORE WAY (40' R/W)
3" WATER VALVE AS PER SOUTHERN UTILITY COMPANY (UNABLE TO BE FIELD VERIFIED)
SSMH# 100
TOP= 6.32'
INV. E.= -3.33'
INV. W.= -3.65'
INSTALL BENDS AS NECESSARY (TYP.)
5608 NORTH SHORE WAY
INSTALL 3" PVC WATER MAIN
5610 NORTH SHORE WAY
5613 NORTH SHORE WAY
new construction
cut & patch driveway
4
5
6

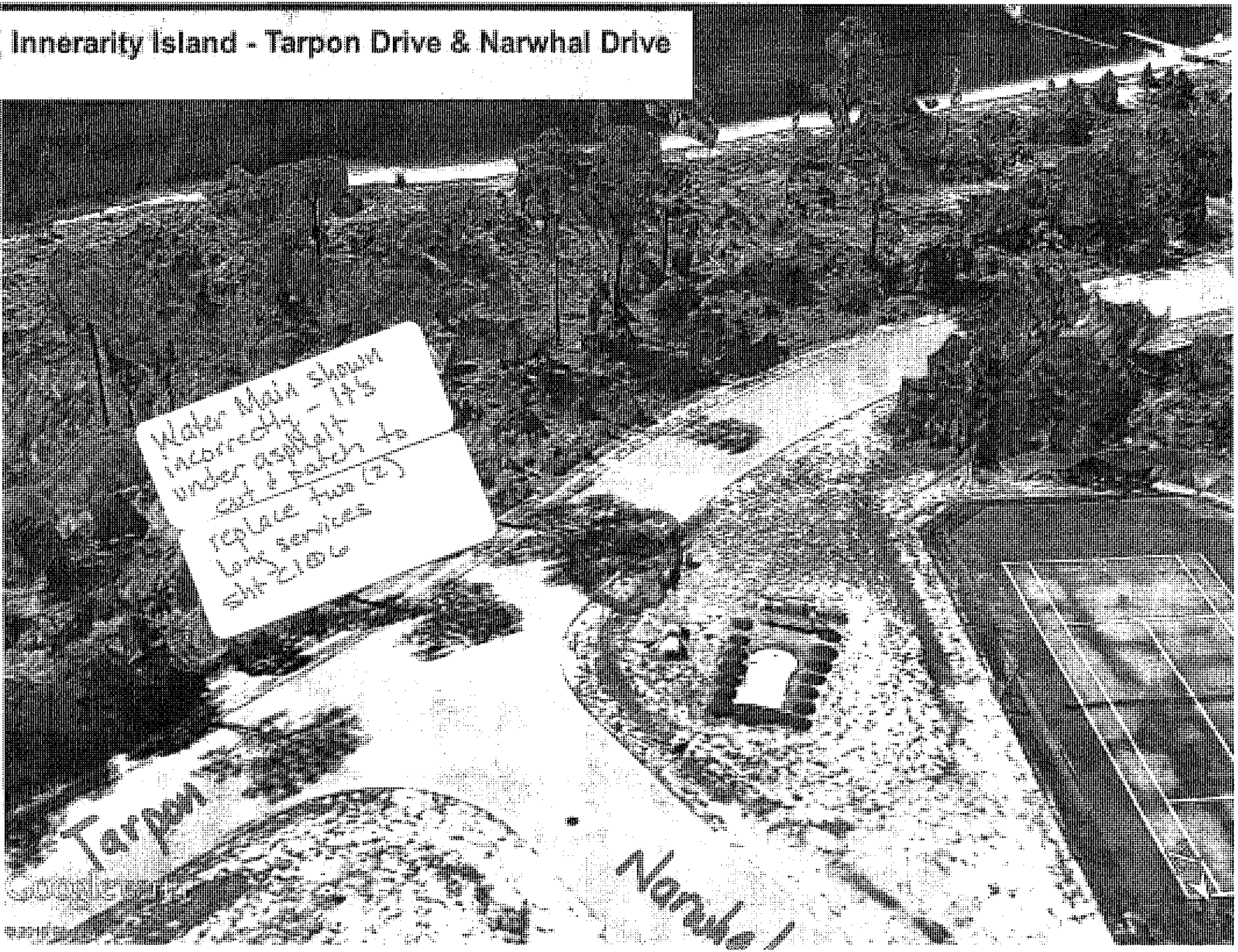

sht C110

sht C109




long service not shown on dwgs

# Innerarity Island - Tarpon Drive & Narwhal Drive

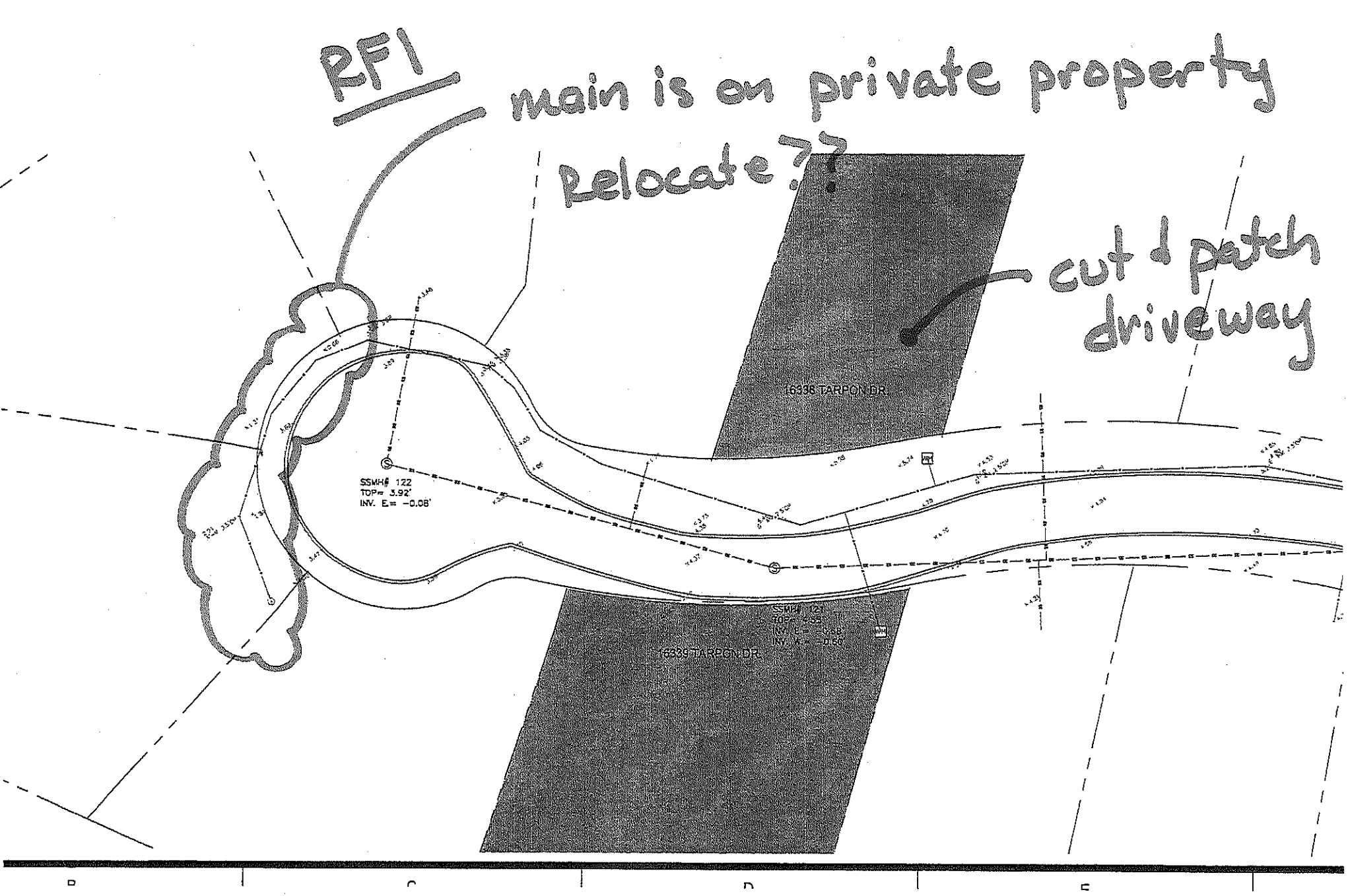


RFI

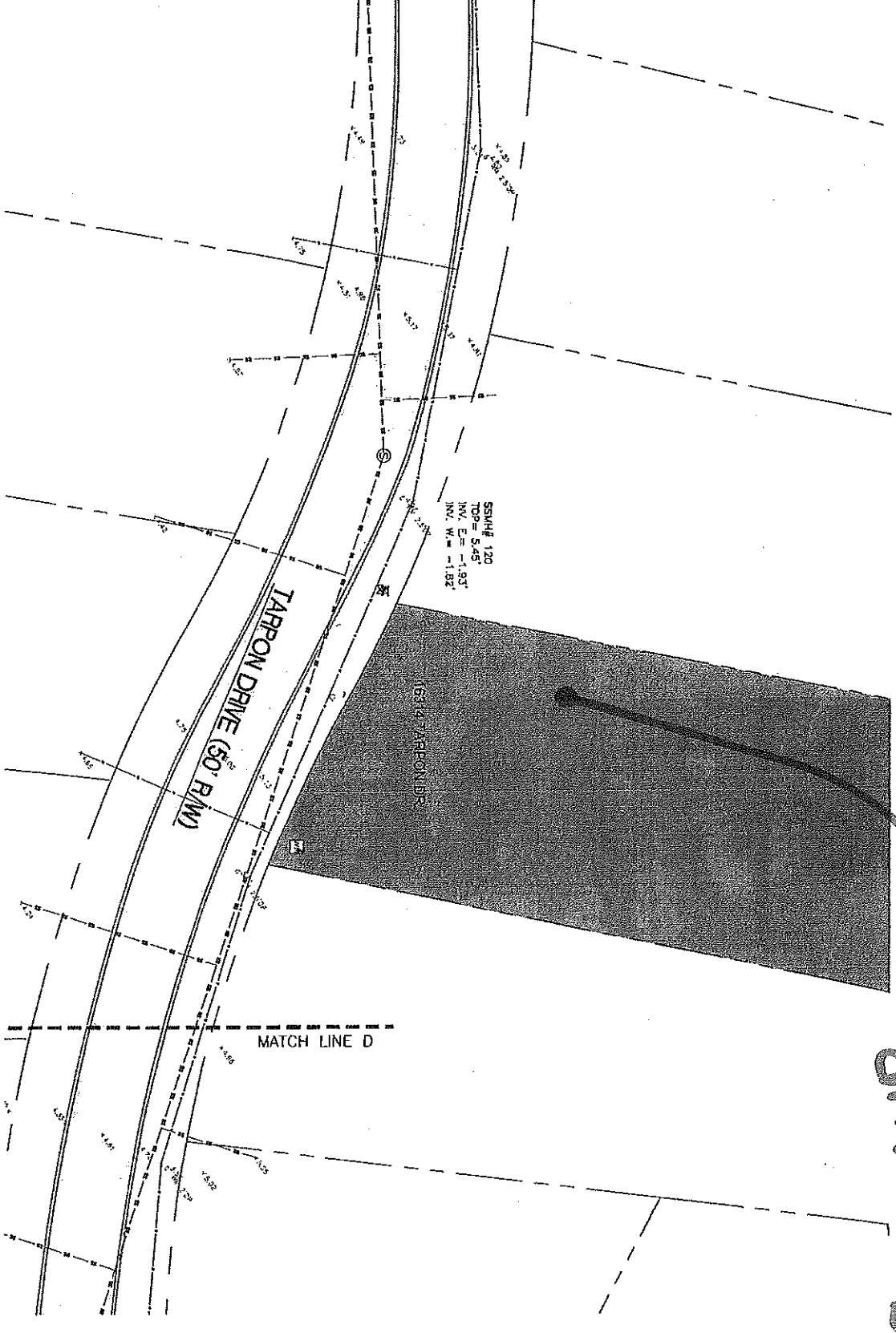
main is on private property

relocate ??

cut & patch driveway




sht C107




cut & patch driveway

| | | | |
|---|---|---|---|
| SHEET: 12 OF 30 | C107 | PROJECT NO: 2016-29 | DRAWN BY: PC<br>DESIGNED BY: EB<br>CHECKED BY: KH<br>DATE: 11/14/2016<br>SCALE: 1" = 30'<br>RELEASED FOR CONSTRUCTION<br>BY: DATE: |

# INNERARITY ISLAND
# WATER SYSTEM UPGRADES
# PLAN SHEET

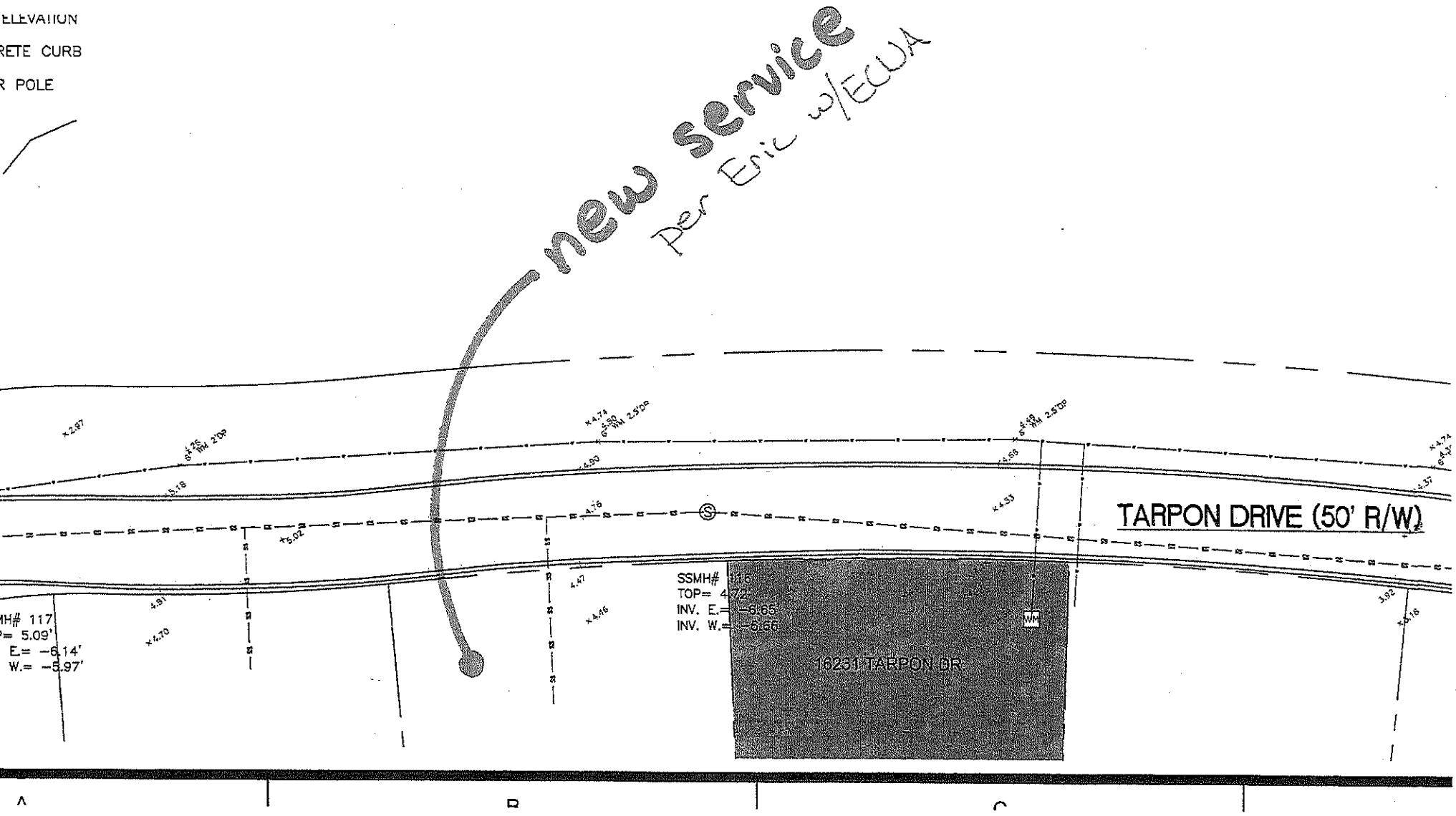
ESCAMBIA COUNTY FLORIDA

KH&A

7201

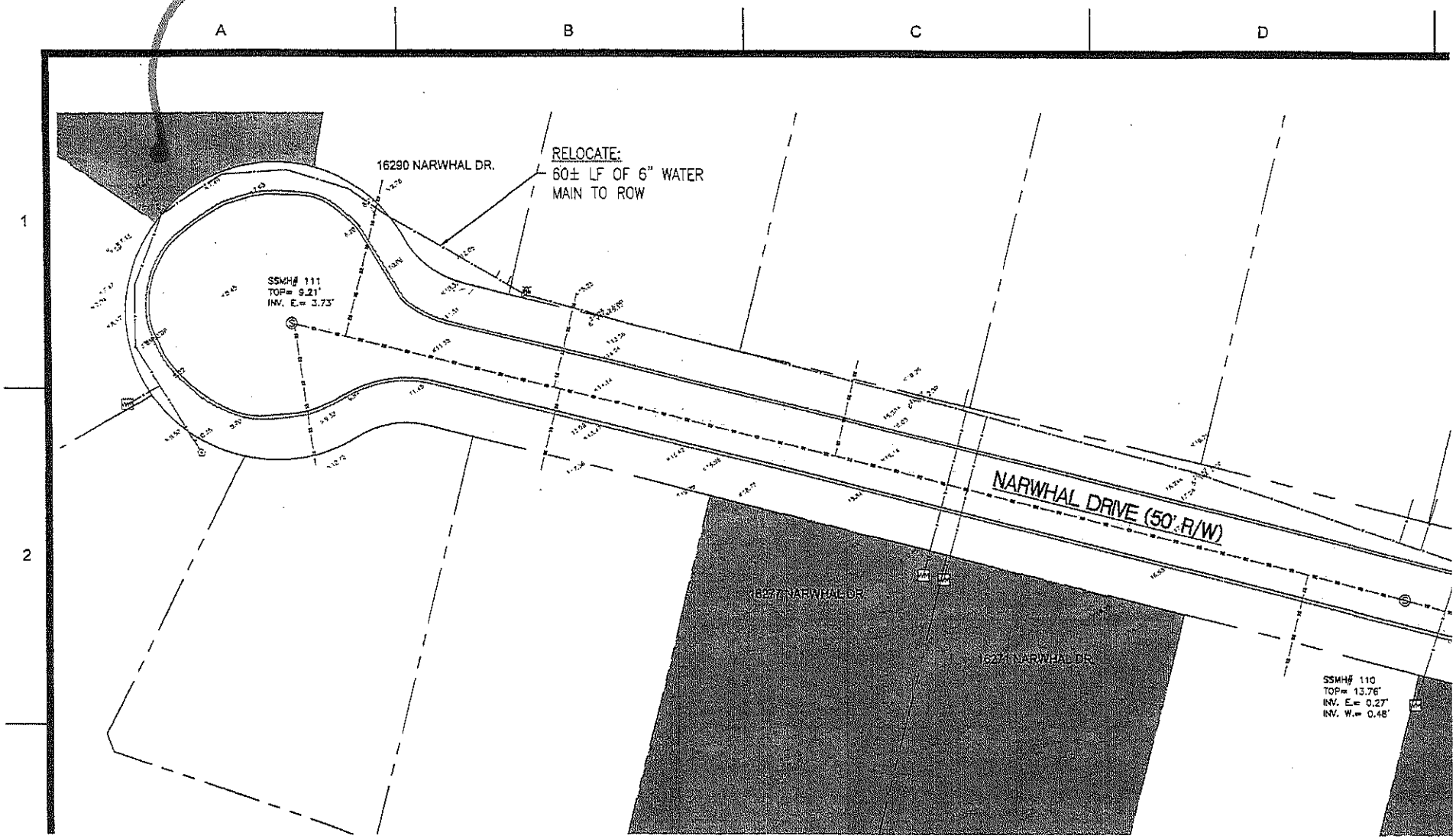
ELEVATION
RETE CURB
R POLE

new service
Per Eric w/ECWA



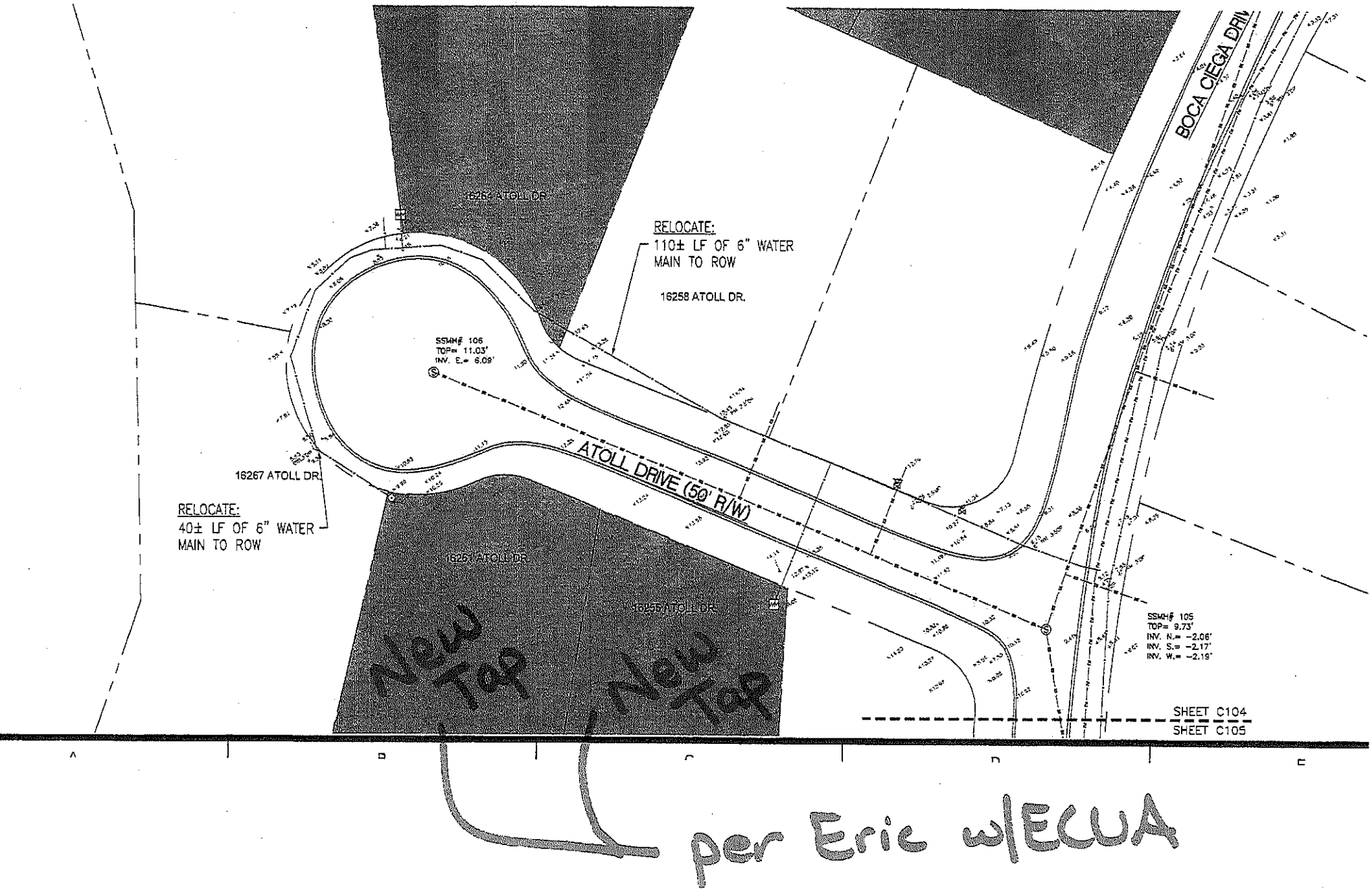

sht C106

cut & patch driveway

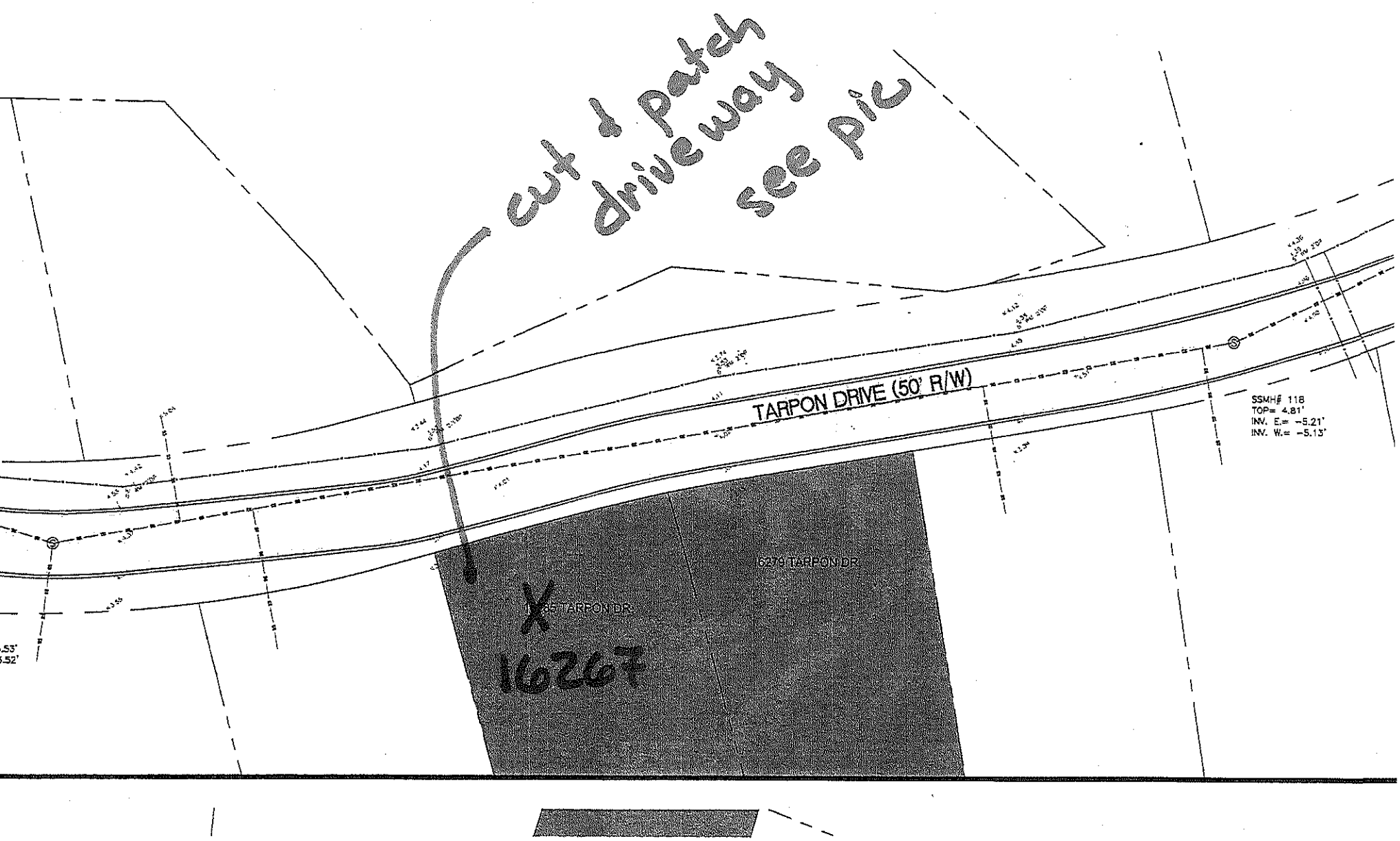



sht C106

sht C104




per Eric w/ECUA

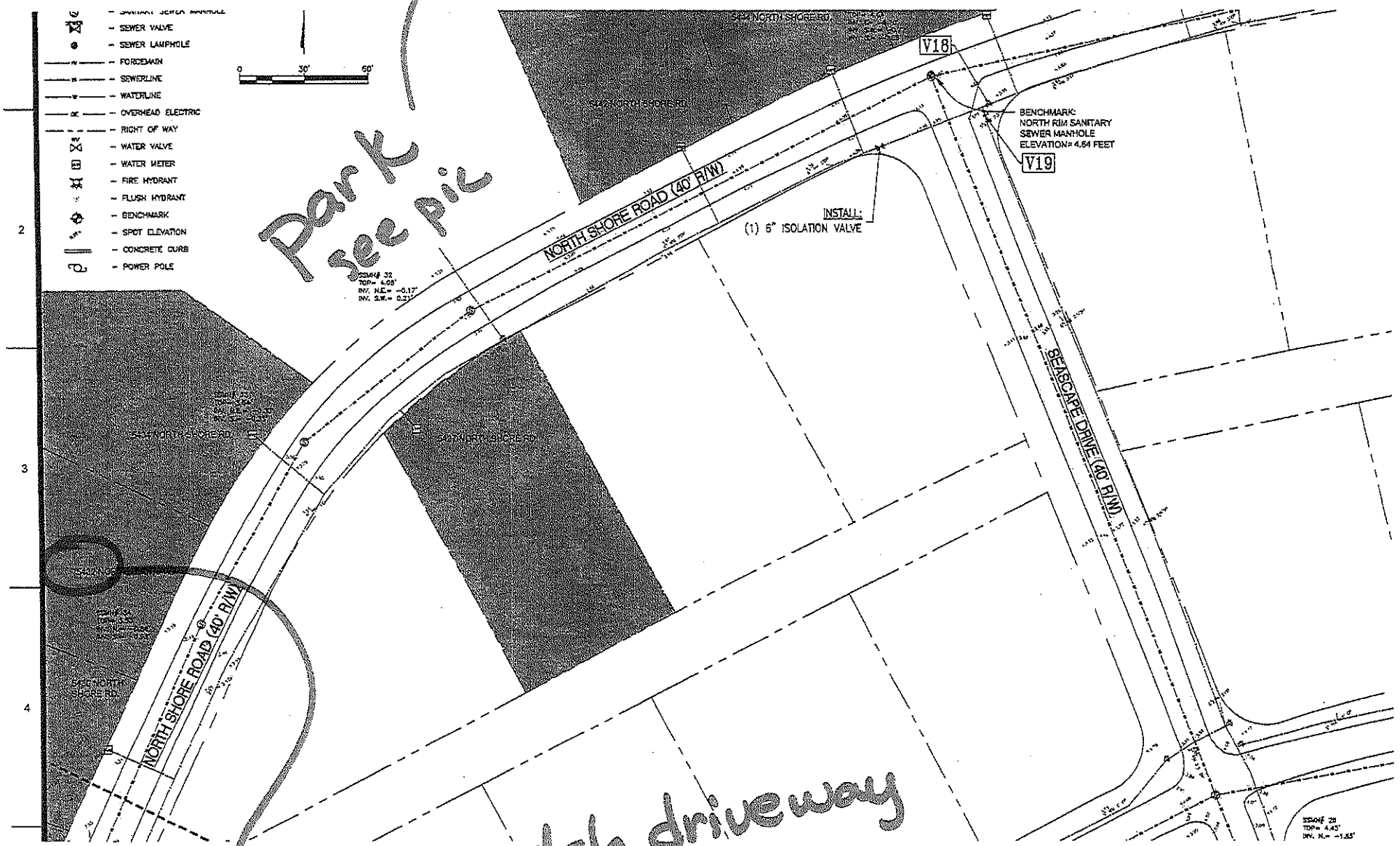

cut & patch driveway see pic
TARPON DRIVE (50' R/W)
SSMH# 118
TOP= 4.81'
INV. E.= -5.21'
INV. W.= -5.13'
16279 TARPON DR
16267

sht C107

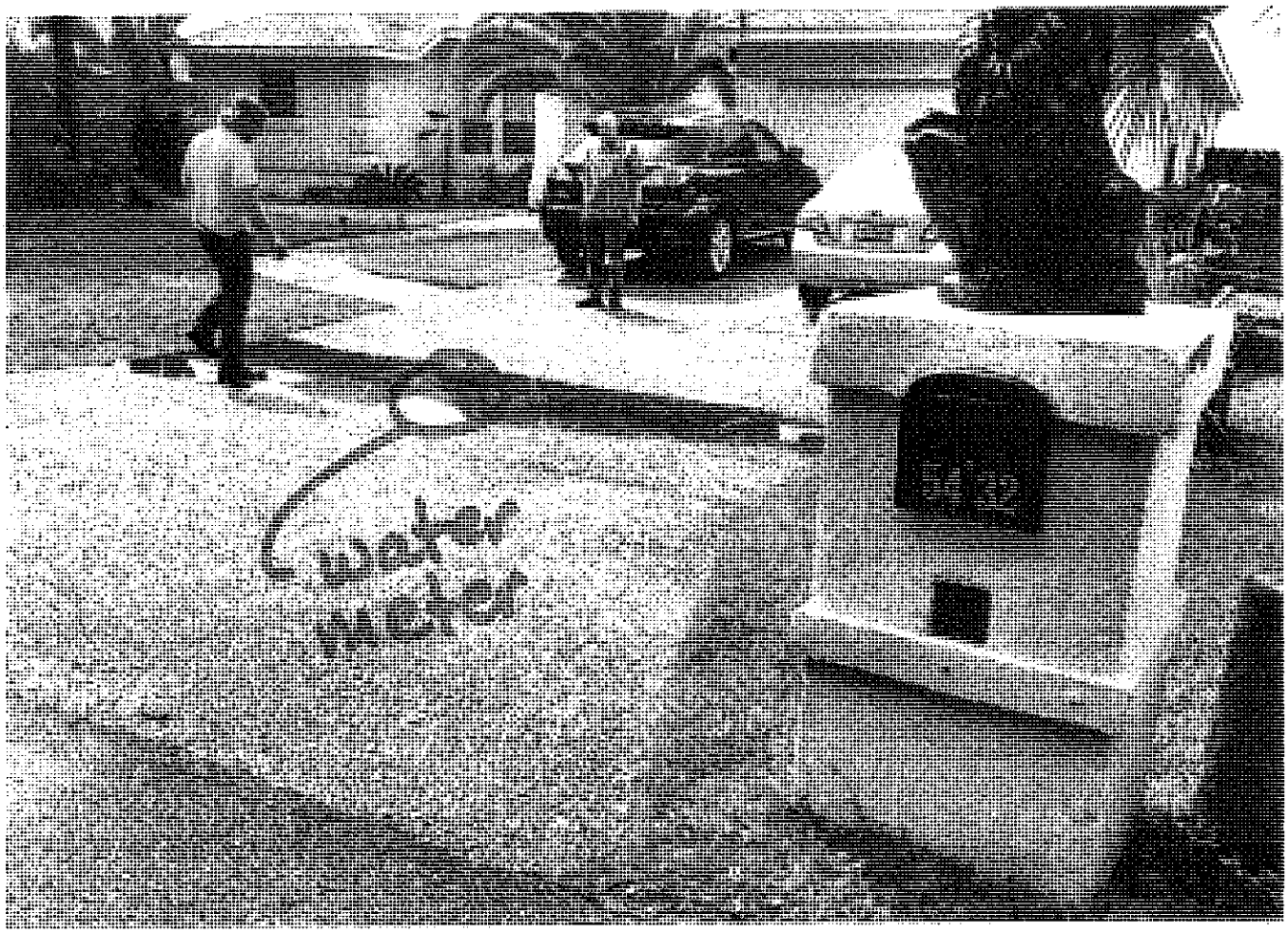
16267 Tarpon

16267 Tarpon

16267 Tarpon




1, 2017 - 10:02:23AM, priscilla

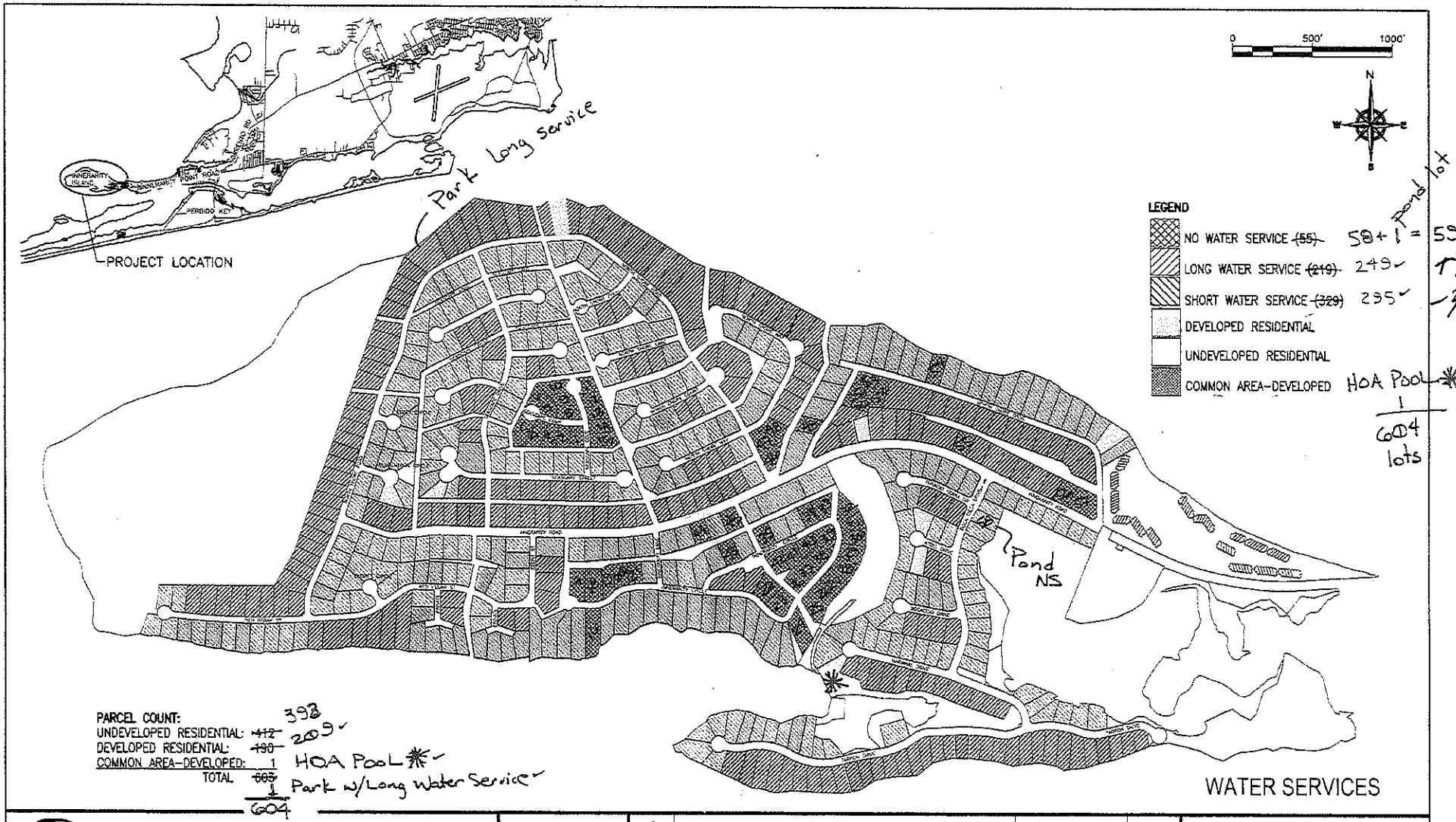


5432 North Shore Rd

5432 North Shore Rd

2/2

park on North Shore Rd




KH&A Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10669, PENSACOLA, FLORIDA 32524
7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093

| NO. | REVISIONS | APPROVED BY | DATE |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

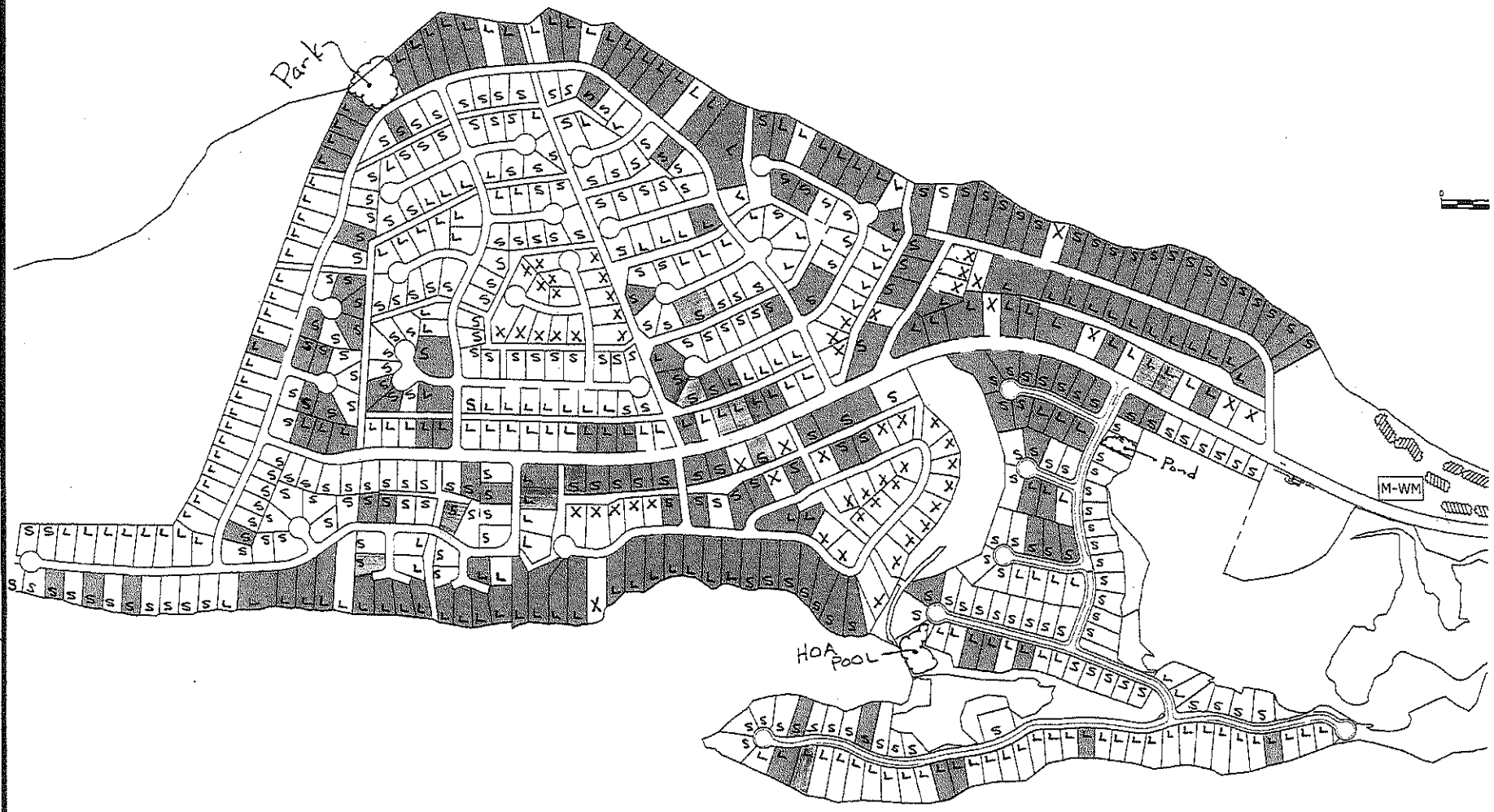
PROJECT NAME: II UTILITY TRANSFER

DEVELOPED PARCELS

PROJECT NO.: 2016-29

BY: DIC DATE: APR 2017

SHEET 1 OF 1




| PROPOSED WORK LEGEND | | | | |
|---|---|---|---|---|
| SYMBOL | DESCRIPTION | QUANTITY | UNIT | SHEET(S) |

NOTES:

1. ALL EXISTING METERS AND BOXES ARE TO BE REPLACED WITH ECUA FURNISHED METERS, YOKE BOXES AND LIDS. EACH REPLACEMENT METER SHALL INCLUDE A HOUSE SIDE CUTOFF VALVE AS SHOWN IN THE STANDARD ECUA METER DETAIL.

## Russell Bayou

| | | |
|---|---|---|
| undeveloped | short | 49 |
| undeveloped | long | 40 |
| developed | short | 16 |
| developed | long | 14 |
| pond lot - No Service | | 1 |
| OHA Pool lot | | 1 |
| | | 121 |

## Main Island

| | | |
|---|---|---|
| undeveloped | short | 145 |
| undeveloped | long | 100 |
| developed | short | 85 |
| developed | long | 94 |
| park lot - long | | 1 |
| undeveloped - No Service | | 58 |
| | | 483 |

Total Lots = 604

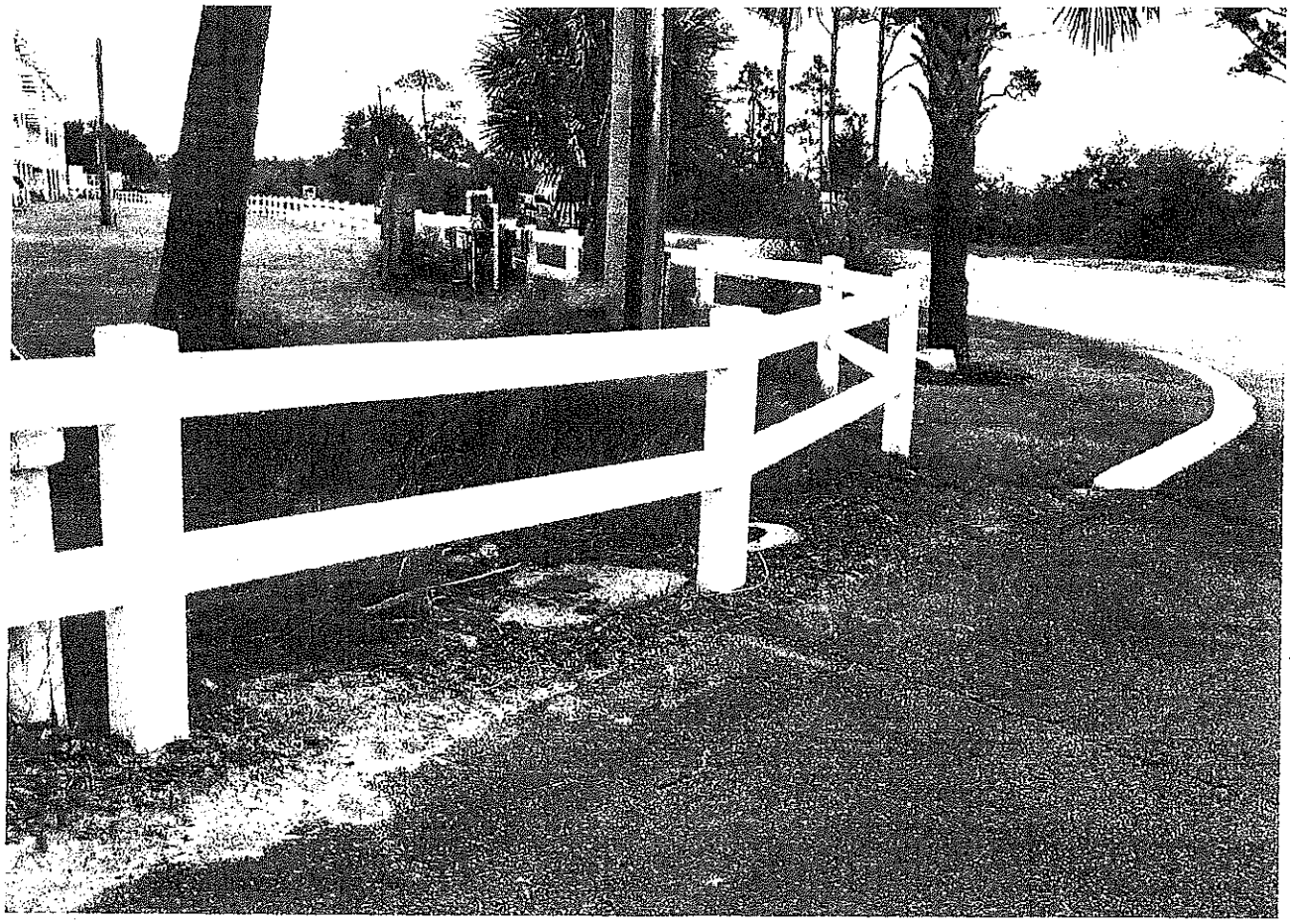
# Service Address List

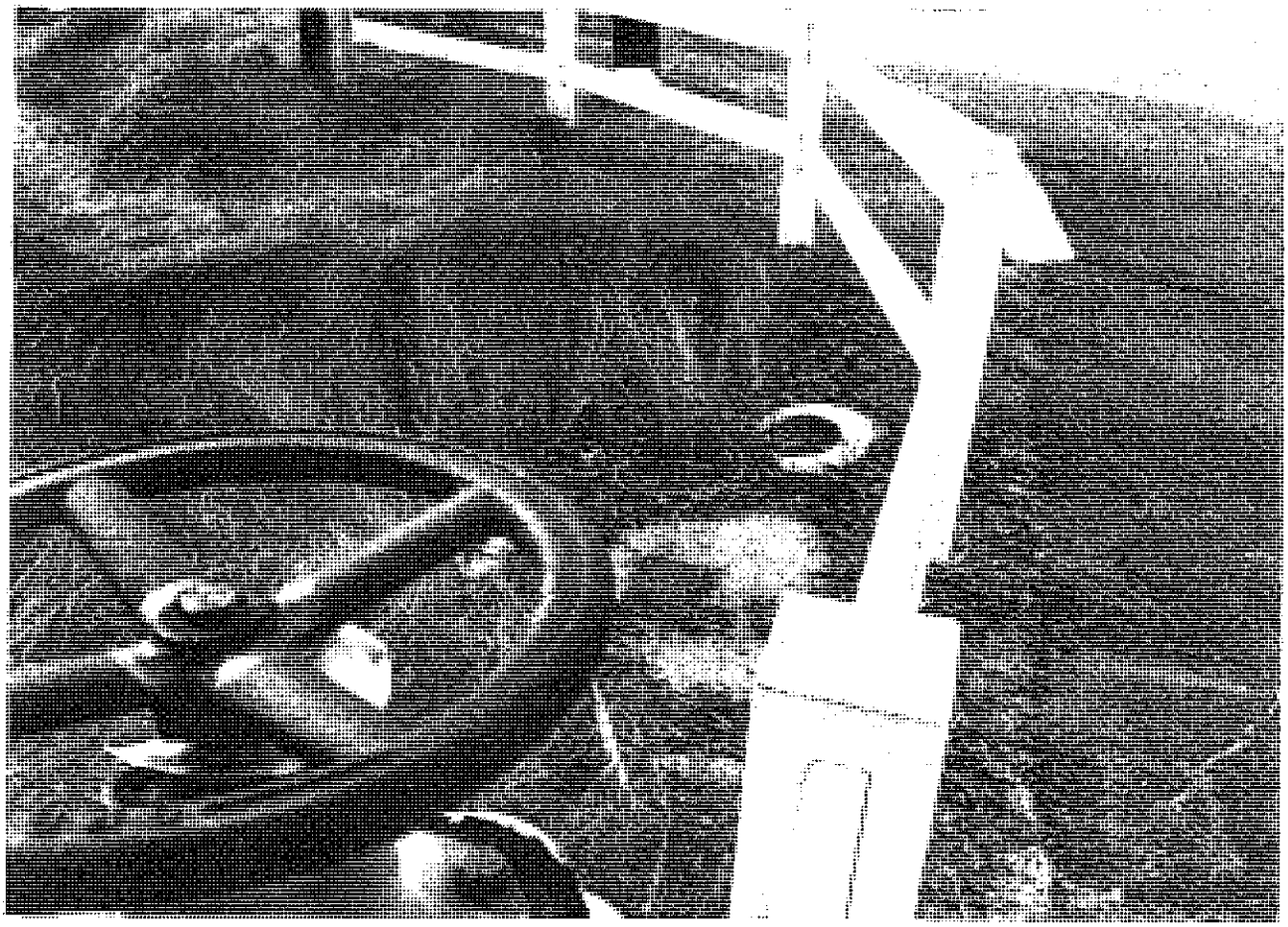
Wednesday, April 26, 2017

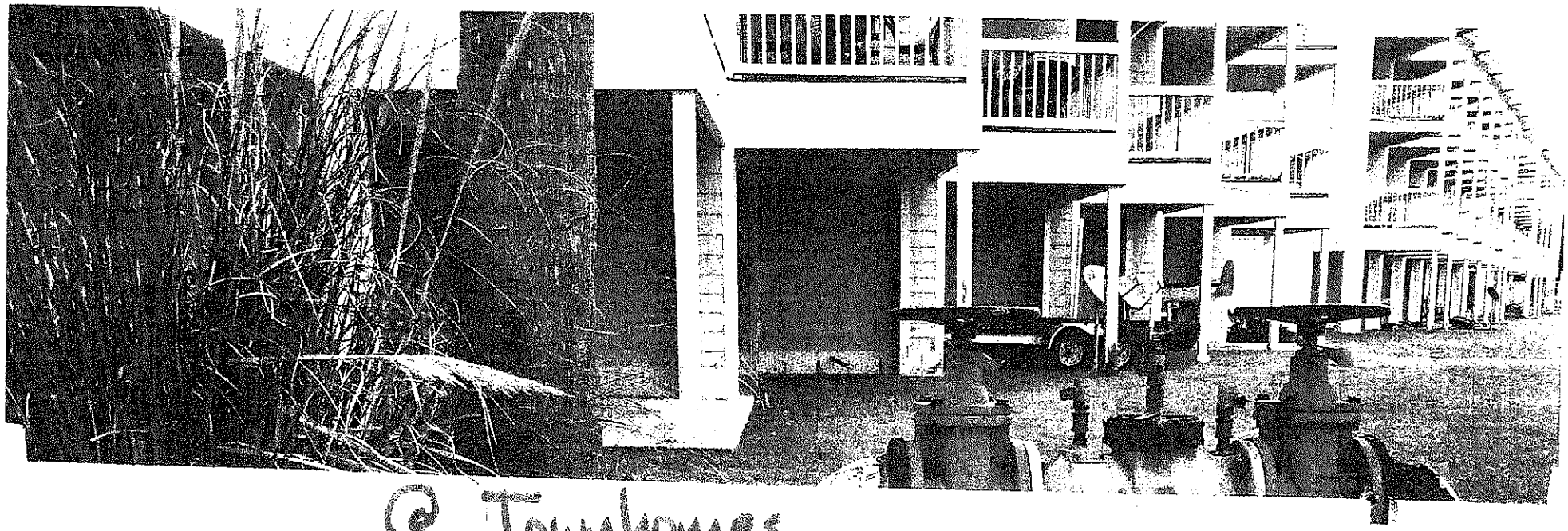
| | | | | | |
|---|---|---|---|---|---|
| 16461 INNERARITY POINT ROAD SHORT | PENSACOLA | 32507 | 6 | IL | |
| 16521 INNERARITY POINT ROAD SHORT | PENSACOLA | 32507 | 6 | IL | |
| 16334 NORTH SHORE DRIVE SHORT | PENSACOLA | 32507 | 6 | IL | |
| 5570 NORTH SHORE WAY LONG | PENSACOLA | 32507 | 6 | IL | |
| 5711 RED CEDAR STREET SHORT | PENSACOLA | 32507 | 6 | IL | |
| 16600 SEASCAPE STREET LONG | PENSACOLA | 32507 | 6 | IL | |
| TOWNHOMES METER @ GATE (1 LONG | PENSACOLA | 32507 | 6 | IL | |

Number of Services 7

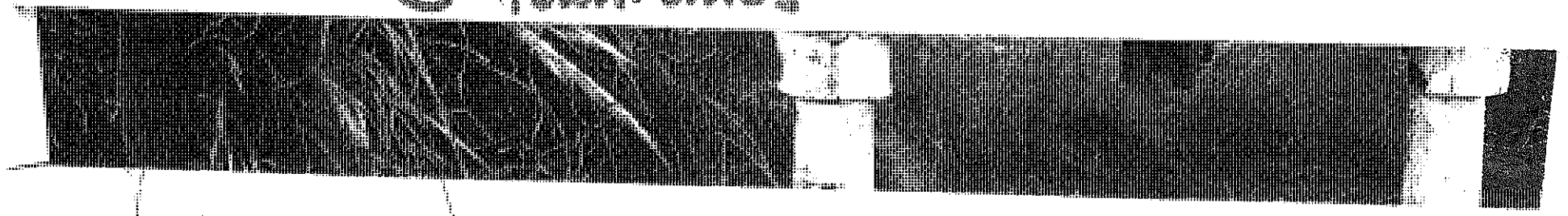
Innerarity Island - Irrigation Services







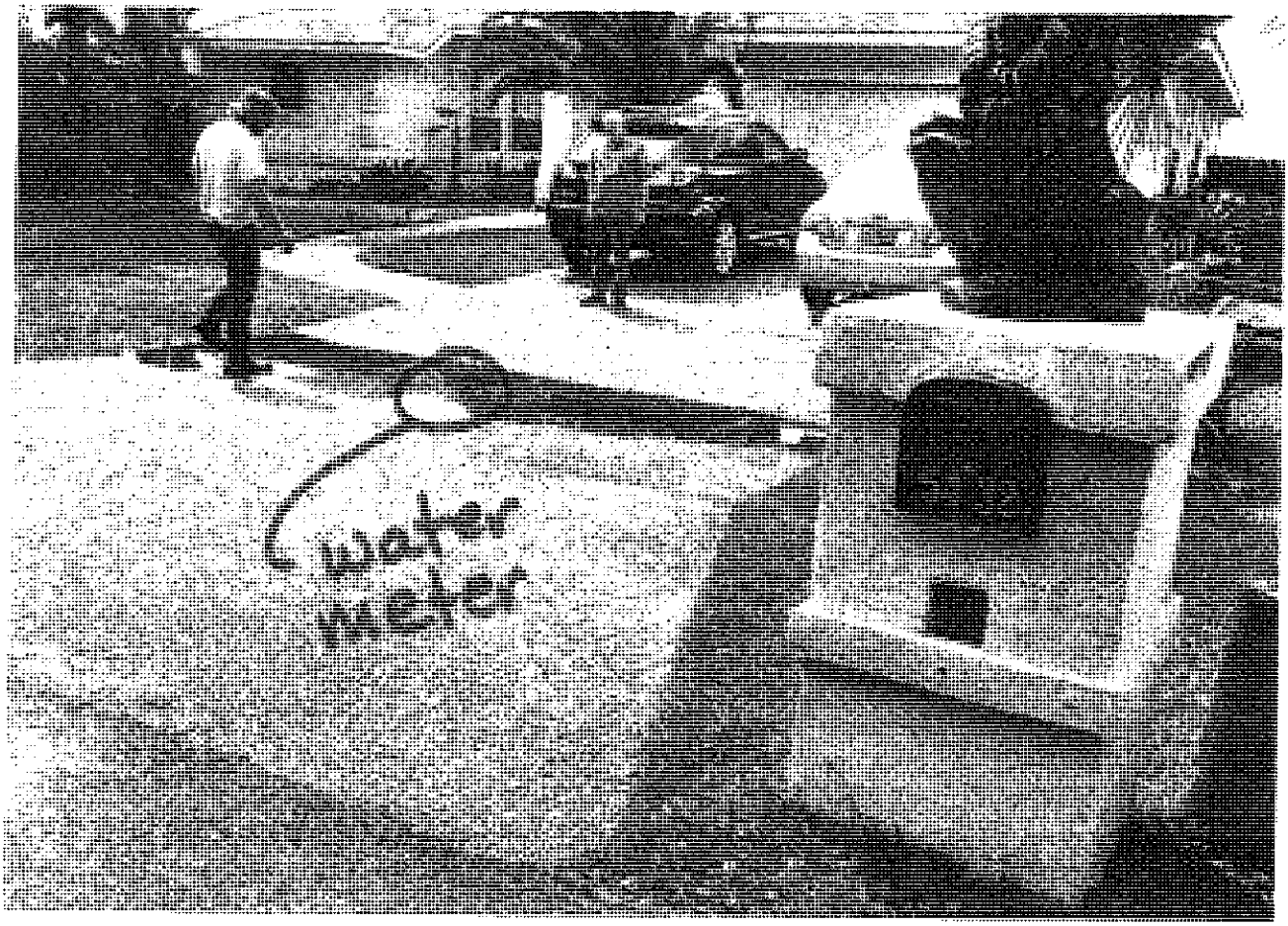
C Townhomes



park on North Shore Rd

5432 North Shore Rd

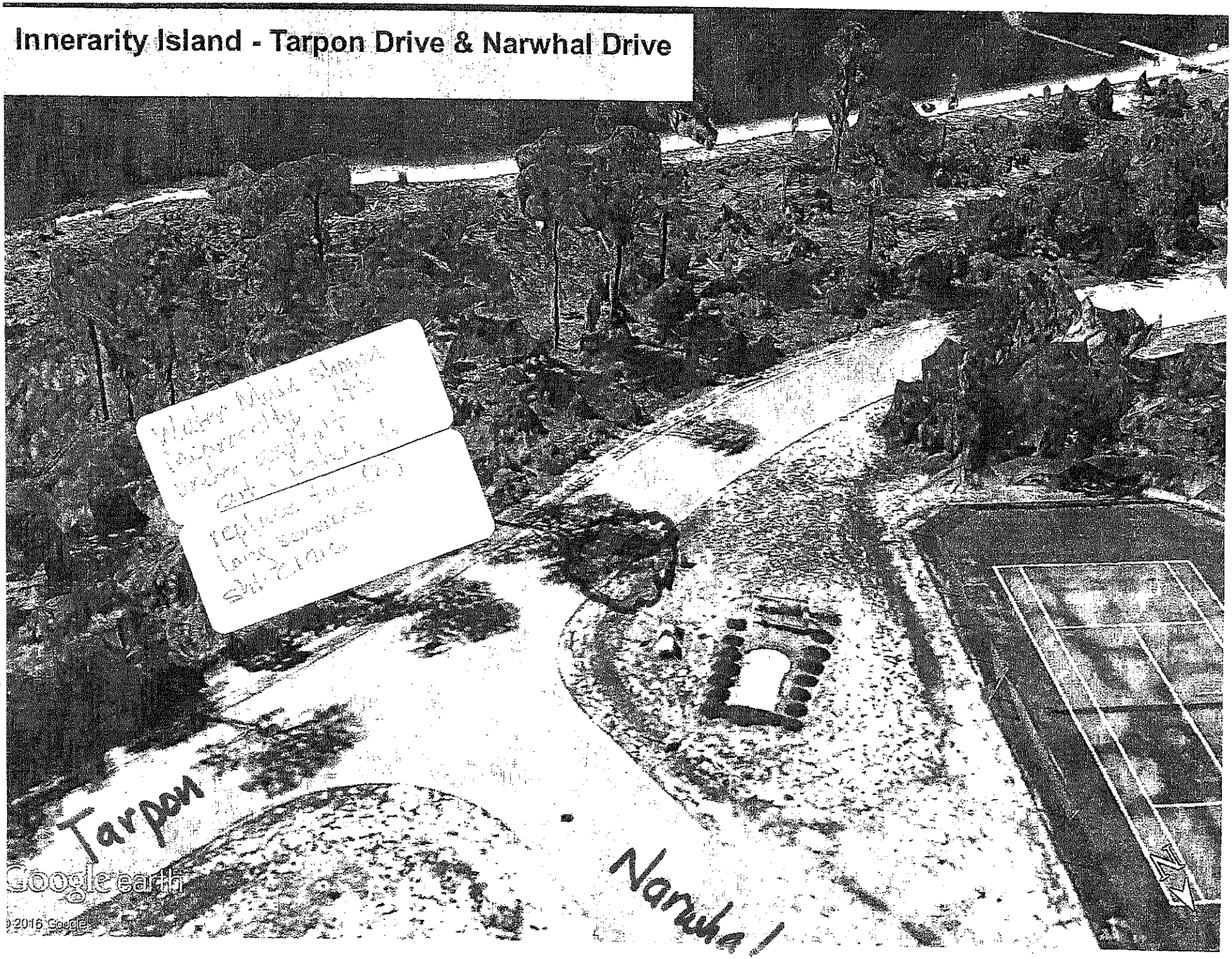
2/2

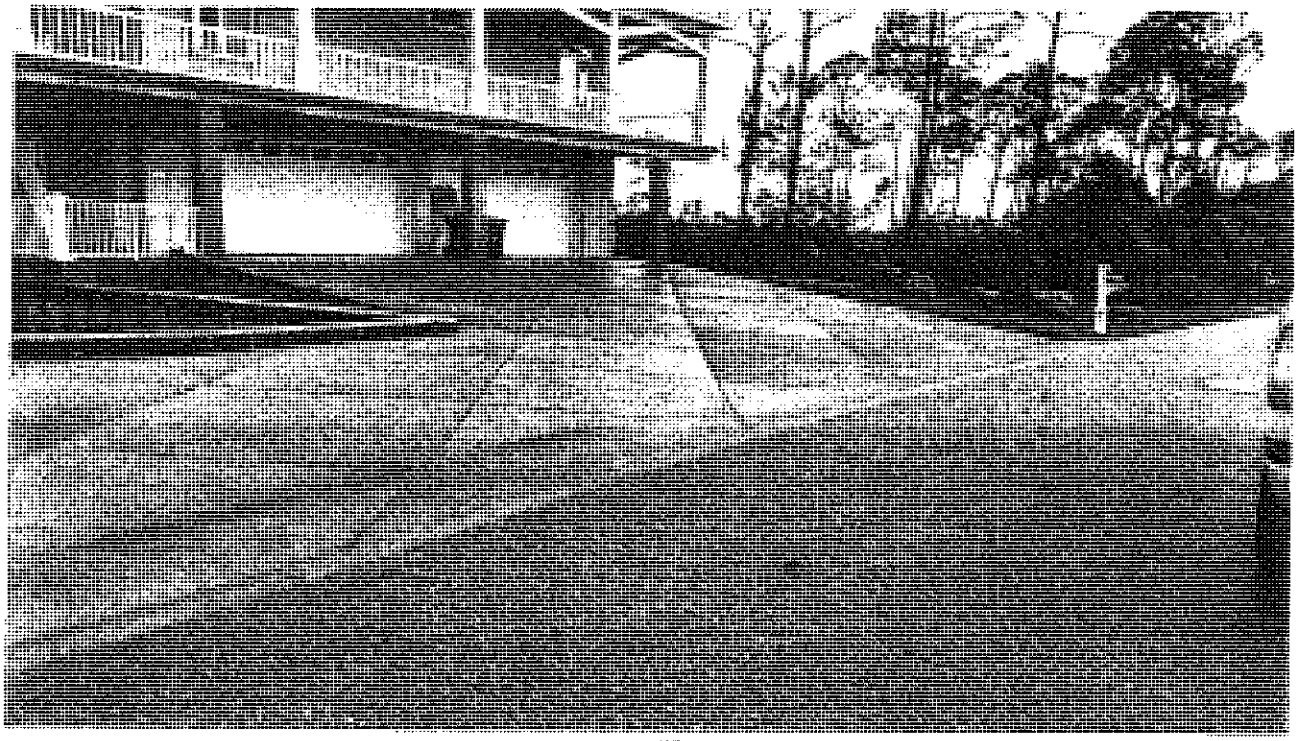



5432 North Shore Rd

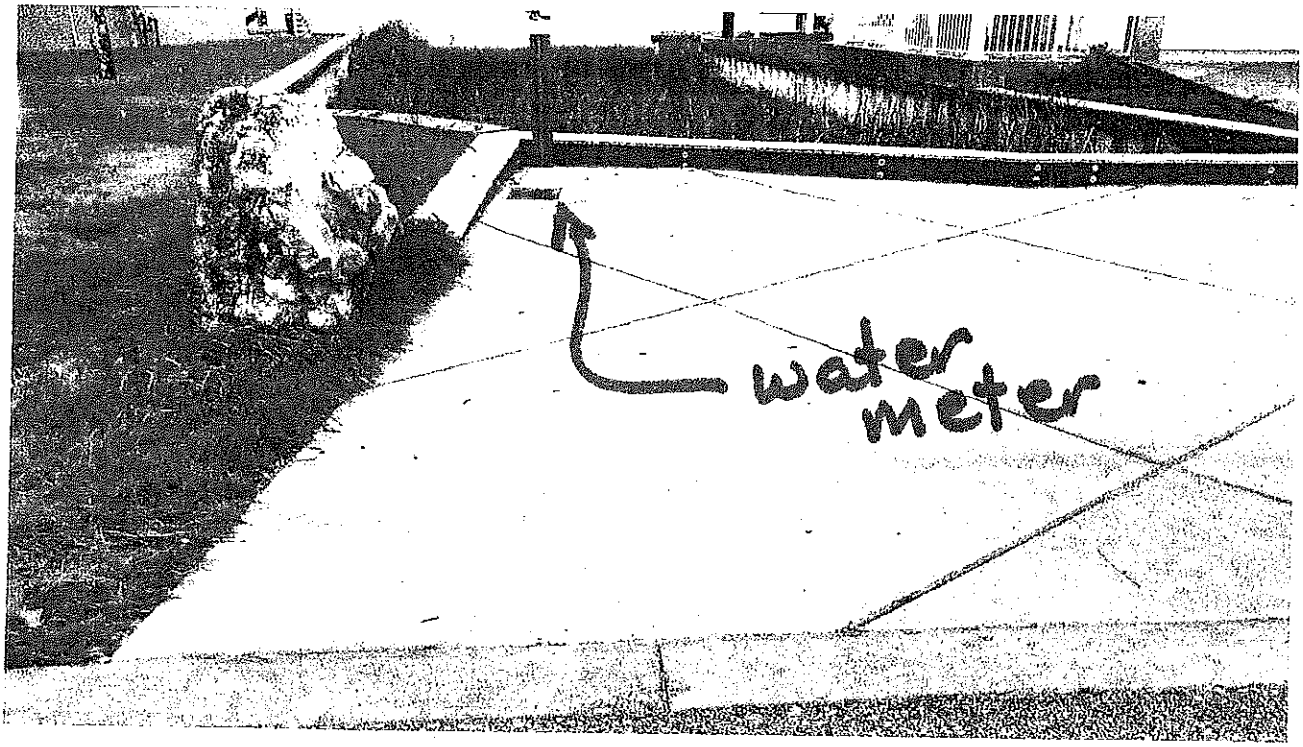
1/2

# Innerarity Island - Tarpon Drive & Narwhal Drive





16267 Tarpon




16267 Tarpon

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12501** **County Administrator's Report 16. 17.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Lubrication Products, Anti-Freeze, and Brake Fluids Specification Contract
**From:** Paul Nobles, Purchasing Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Award for Lubrication Products, Anti-Freeze, and Brake Fluid Specification Contract, PD 16-17.056 - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement Relating to Solicitation # PD 16-17.056, Lubrication Products, Anti-Freeze, and Brake Fluids Specification Contract, between Escambia County, Florida, and R. K. Allen Oil Company, Inc., per the terms and conditions of PD 16-17.056, in the estimated annual amount of $48,000, for Fleet Maintenance - Public Works Department, for a term of 12 months, with an option to renew two 12-month periods.

[Funding: Fund 175, Transportation Fund, Cost Center 210405, Object Code 56401, for $48,000 annually, for Lubrication Products, for Fleet Maintenance Supervisor - Public Works Department]

## BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid on June 19, 2017, and a total of five vendors were notified, of which three vendor bids were received on July 6, 2017, and Fleet Maintenance Supervisor, James F. Higdon, approved
R. K. Allen Oil Company, as the most reasonable and responsive bidder for this Scope of Work and Specifications.

## BUDGETARY IMPACT:

[Funding: Fund 175, Transportation Fund, Cost Center 210405, Object Code 56401, for $48,000 annually, for Lubrication Products, for Fleet Maintenance Supervisor - Public Works Department]

## LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual prepared the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in Compliance with the Escambia County, FL., Code of Ordinance, Chapter 46, Article ll, Purchasing advertised the Invitation to Bid on June 19, 2017, and a total of five vendors were notified, and three vendors bids were received on July 6, 2017, and the Fleet Maintenance Supervisor - James F. Higdon approved the vendor, R. K. Allen Oil Company, as the most responsive and reasonable vendor for this Scope of Work and Specifications.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Purchase Orders, and the Fleet Maintenance Supervisor - Public Works Department, will monitor the vendors.

---

**Attachments**

Agreement

Bid Tab Awarded

---

## AGREEMENT RELATING TO SOLICITATION # PD 16-17.056

**THIS AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and R. K. Allen Oil Company, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 63-0787538, and whose principal address is 36002 AL Highway 21, Talladega, AL 35160.

**WITNESSETH:**

**WHEREAS**, on June 19, 2017, the County issued an Invitation to Bidders (PD 16-17.056) seeking vendors to provide specified automotive products on an as-needed basis; and

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such automotive products; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such items as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms by providing written notice no later than thirty (30) days prior to the expiration of the current term.

After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders, Specification No. P.D. 16-17.056, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated July 6, 2017, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any requested price increase shall be accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor. Any price decrease effectuated during the term of the Agreement shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for supplies to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The

Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) 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.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

| | |
|---|---|
| To: R. K. Allen Oil Company | To: Escambia County |
| Attention: President | Attention: County Administrator |

36002 AL Highway 21
Talladega, AL 35160

221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Larry V. Dye, Plant Manager
723 West Main Street
Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: _____
D. B. Underhill, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

**CONTRACTOR:**
**R.K. ALLEN OIL COMPANY , INC.**

By: _____
R. K. Allen, President

Date: _____

_____
Corporate Secretary

[SEAL]

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/14/17

## ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation, which varies from these General Terms, and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: http://www.myescambia.com/business/solicitation/open
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers= Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

## ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
## The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.056 "Lubrication Products, Anti-Freeze and Brake Fluid Specification Contract", Name of Submitting Firm, Time and Date due.**
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time, as the County assumes no responsibility for it. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

**The County is seeking a responsible vendor to provide quality lubrication products, anti-freeze and brake fluid to various departments throughout the County within a reasonable amount of time.**

The following policy will apply to all methods of source selection:

**Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

**Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to **Lester L. Boyd, Purchasing Coordinator, Tel: (850) 595-4944, Fax: (850) 595-4805.** Technical questions may be directed to: **James F. Higdon, Maintenance Manager, Tel: (850) 937-2123, Fax: (850) 937-2129.**

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form, which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**

N/A

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. **Delivery**

Delivery to be as notified by Escambia County, and the quantity will depend upon the County's need at the time of request.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

**Clerk of the Circuit Court**
**Attention: Accounts Payable**
**223 Palafox Place, Room 204**
**Pensacola, FL. Pensacola, FL. 32502**

9. **Information and Descriptive Literature**

Each offeror shall submit descriptive literature and complete specifications covering the products offered and a sample of each for approval. **These items must be submitted to the County no later** than 10:30 a.m., CDT, Tuesday, June 22, 2017. Offerors shall furnish all information requested on the bid form. Reference to literature submitted on a previous offer will not satisfy this provision. Offers shall be subject to rejection if these requirements are not met.

10. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. **Samples/Demonstrations**

Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the County. **Vendor name and solicitation number shall identify all samples.**

12. **Protection of Property/Security Additional**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

14. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of one (1) year from the actual Date of Execution, at which time the contract can be renewed for a period of twenty-four (24) months. Changes in the terms or conditions shall be reduced to writing as an addendum to this contract and both parties shall execute such addendum.

This contract shall be subject to appropriation of funds by the Board of County Commissioners on a yearly basis.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice. 18

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of twelve months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for one (1) price adjustment annually. Written request for price adjustment may be made six (6) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the County. The County's designated representative shall accept all price adjustments. Adjustment in price shall be accomplished by written amendment to this contract.

17. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offerors area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.
Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

18. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid/proposal form. The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than $1000.00 per individual

transaction. The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Award**

Award shall be made on an "all-or-none total" basis

22. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that awarded vendor violates any of the provisions of the contract, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

24. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

25. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Insurance Requirements**

26. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

by its insurance policies. The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Countys acceptance of renovation or construction projects.

**Business Auto Liability Coverage**
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage**
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

**Escambia County**
**Attention: Lester L. Boyd, Purchasing Coordinator**
**Office of Purchasing**
**P.O. BOX 1591**
**Pensacola, FL. 32591-1591**
**Fax: (850) 595-4805**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor=s insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**Pollution/Environmental Impairment Liability Coverage**
Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

27. **Indemnification**
Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## SCOPE OF WORK

Contract Period: **July 07, 2017 through June 07, 2018**

Routine deliveries will be necessary as notified by Escambia County. Products on the qualified list will be available for delivery or pickup within forty-eight hours of receipt of notification from Escambia County Fuel Distribution.

**The County will receive "All" Vendor sample products, and specifications by meeting with (James F. Higdon – Fleet Maintenance Manager - Tel: (850) 937-2123, 601 Highway 297A, Cantonment, Florida 32533, at 10:30 a.m., CDT on Tuesday, June 22, 2017. The County will make the Final decision as to what qualifies. Only the successful vendor's supply list will be qualified products. Only Premium Products will be acceptable. NO RE-FINED OILS WILL BE APPROVED FOR USE!**

The County may ask that additional products be added during the term of the contract. The prices quoted on those products are to be added to the contract and run the same term as the original contract.

Bidders will submit unit prices for each product in all available container sizes. Container sizes include pint, quart, gallon, pail (5 gallon bucket), keg (16 gallon drum), barrel (55 gallon drum), and tube (14-16 ounce for grease guns). If a product is not offered in a particular container size, then that price will not be required for that container size. Bulk prices will be per gallon cost. The various product sizes listed without a quantity should be given a unit price on the Bid Form. Those sizes are not being used at this time but may be required during the term of the contract.

1. Motor oil, Multi-Service
Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CF-2,CJ-4 and SN. Shall meet or exceed industrial specifications (as applicable) Caterpillar CD/TO-2 and TO-4 and GMC Allison and C-4. May be SAE low, 30, 40, 50 and/or l5w40 viscosity grades

Annual usage estimate:

| | |
|---|---|
| l5w40 | Bulk: 5,OOO gallons |
| l5w40 | Barrels (55 GL Drum): 4 |
| 30wt | Barrels (55 GL Drum): l |
| 50wt | Barrels (55 GL Drum): l |

Approved MULIT-GRADE Products:
Cit guard 700/700 Plus
Delo 400 LE
Shell Rotella T
Union 76 Guardol ECT
76 Fleet Supreme
Approved MONO-GRADE products:
Citguard 600

Mobil Delvac 1600 Series
Union 76 Guardol QLT

2. Motor oil, High Performance Detergent
Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CI4, and SN. May be SAE 30wt, 5w20, 5w30, IOw30, 10w40, and/or 20w50 viscosity grades.

| Annual usage estimate: | | | Approved Products: Chevron Supreme/ Texaco Havoline Oils |
|---|---|---|---|
| 30w | Quarts | 200 | |
| 5w20 | Quarts | 220 | Citgo Superguard/Synthetic |
| 5w20 syn | Quarts | 300 | Eneos synthetic |
| 5w30 | Quarts | 200 | Union 76 Super |
| 10w30 | Quarts | | Union 76 Super Synthetic Blend |
| 10w40 | Quarts | | Mobil Super |
| 20w50 | Quarts (API SM) | | Mobil Clean |

3. Hydraulic oil, AW Universal
Shall meet or exceed industrial specifications Abex Denison HF-0, HF-1, and HF-2; Cincinnati Milacron P-68, P-69, and P-70; and Vickers M2950S and I-286-S. Shall meet or exceed military specifications MIL-H-46001C. Shall be an ISO grade 46 or 68 (as applicable). Shall have a natural viscosity index of at least 95. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

| Annual usage estimate: | Approved Products: |
|---|---|
| Bulk 250 | Chevron Hydraulic Oils A W |
| Barrel 1 | Citgo A W Hydraulic Oils |
| Pail | Mobile Hydraulic A W Series |
| | Union 76 Unax AW |

4. Hydraulic oil. High Dielectric
Shall be a special high dielectric (insulating) fluid designed specifically for use in mobile hydraulic systems on aerial lift bucket trucks and fire fighting lift bucket trucks, Shall meet or exceed general performance requirements of major pump manufacturers in piston, vane, and gear pumps. Shall have a minimum dielectric strength (A STM 0-977) 35 KV. Shall have a viscosity index of at least 140. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives and pour depressant.

| Annual usage estimate: | Approved Products: |
|---|---|
| Barrels (55 GL Drum) 2 | CP Hydraulic Fluid |
| | Kendal Hyken Golden MV Hydraulic |
| | Texaco Rando HDZ 32 |
| | Union 76 Unax AW-WR (ISO 22) |

5. Hydraulic Oil 10wt
Shall be formulated to meet the Caterpillar TO-4 specification as well as the Allison C-4 requirements for transmission and drive train fluids. Must also meet Eaton Fuller transmission and Komatsu-Dresser Equipment hydraulic specification. Must be available in SAE viscosity grade 10W.

| Annual usage estimate | Approved Products: |
|---|---|
| Barrels (55 GL Drum): 5 | Shell Donax TC 10wt |
| | Chevron Drive Train Fluids, 10,30, & 50 |

6. Hydraulic oil. Tractor Hydraulic Fluid
Shall meet or exceed the following equipment manufacturer's specifications, Allis Chalmers PF821; JI Case JIC-\43 TFD, JIC-\44 TCH, JIC-185 Hi Vis; John Deere J20A; Ford M2C53A, M2C134C; and Massey Ferguson M1127. Shall have a minimum natural viscosity index of 130. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

| Annual usage estimate: | Approved Products: |
|---|---|
| Bulk: 1,000 gallons | Chevron 1000 THF |
| Barrels (55 GL Drum) 4 | Citgo Transguard Tractor Hydraulic |
| Pails (5 GL Bucket): 2 | Union 76 Tractor Hydraulic Fluid |

7. Hydraulic oil, Bio-Degradable
Shall be an equal to brand Mobil EAL224.

| Annual usage estimate: | Approved Products: |
|---|---|
| Barrels (55 GL Drum): 2 | Mobil EAL 224 H |
| | Clarity Synthetic |

8. Gear Lubricant Universal
Shall meet or exceed API service classifications GL4 and GL5. Shall meet or exceed military specification MIL-L-2105C & D. Shall meet or exceed equipment specification Mac GO-G. Shall meet lubricant requirements of limited slip differentials for partial fill basis. Shall be SAE grade 80w90 or 85w 140. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

| Annual usage estimate: | Approved Products: |
|---|---|
| Barrels (55 GL 400 LB Drum): 4 | Chevron RPM Universal Gear Lubricant |
| Pails (5 GL 35 LB Bucket): 4 | Citgo Premium Gear Oil |
| | Mobilube HD Plus 80w90, 80w140 |
| | Union 76 MP Gear Lube |

9. Automatic Transmission Fluid
Shall meet or exceed the requirements of U.S. and import car, van, and truck automatic transmissions, power shift types of service requiring an approved and licensed GM DEXRON III and MERCON V automatic transmission fluid .

| Annual usage estimate: | Approved Products: |
|---|---|
| Bulk 200 | Chevron Multi-Vehicle ATF |
| | Citgo Transgard Mercon V, DexronVI ATF |
| | Mobil Multi Purpose ATF |
| | 76 Mercon®V ATF,Dexron®-VI ATF |

10. *Synthetic Manual Transmission Lubricant*
For use in Mack truck transmissions. Shall meet or exceed equipment specification Mack TO-A PLUS. Shall meet manufacturer's specifications Meritor 0-81 and Spicer MS-961-T. Shall be equal to brand Mobiltrans SHC 50 SAE 50.

| Annual usage estimate: | Approved Products: |
|---|---|
| Barrels (55 GL Drum): 2 | Kendall® SHP Synthetic Transoil 50 |
| Pails (5 GL Bucket): 2 | Citgo Synthetic Gear Lube SAE 50 |
| | Mobil SHC 50 |
| | Union 76 Triton Synthetic Gear Lube CD-50 |
| | Texaco Syn-Star TL50 |

11. Synthetic Automatic Transmission Fluid
Shall meet or exceed the requirements of U.S. Allison truck automatic transmissions, TES 295, 389,and 468 on highway specifications, and TES 353 and 439 off highway specifications.power shift types of service requiring an approved and licensed synthetic automatic transmission fluid .

| Annual usage estimate: | Approved Products: |
|---|---|
| | **On Highway** |
| Barrels (55 GL Drum):3 | Castrol TranSynd |
| | Mobil Delvac Synthetic ATF™ |
| | Shell Spirax S6 ATF A295™ |
| | **Off Highway** |
| | 76® HT/4 Fluid |
| | Rotella T3™ |
| | Castrol TranSynd RD |

12. Antifreeze/Summer Coolant
Shall meet or exceed SAE Standard J 1 034 and J 1941. Shall meet or exceed ASTM D4985 specifications for Ethylene Glycol Base Engine Coolant. Shall meet or exceed equipment specification Cummins 85T8-2 and 90T8-4. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-302.

| Annual usage estimate: | Approved Products: |
|---|---|
| Bulk: gallons | Shellzone |
| Barrels (55 GL Drum):<br>Gallons: 200 | Texaco Anti-freeze coolant |

13. Antifreeze/Summer Coolant, Extended Life
Shall meet equipment specifications CAT EC-1, Detroit Diesel 7SE-298, Cummins Service Bulletin 3666286. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-329. Shall meet or exceed ASTM 4985. Shall be compatible to mix with other similar brands of extended life coolants.

| Annual usage estimate: | Approved Products: |
|---|---|
| Barrels (55 GL Drum): 2<br>(concentrate) | Delo Extended Life Coolant System |
| Gallons: 200 (50/50 mix) | Shell Rotella ELC |

14 .Brake Fluid
Shall be suitable for use in both disc and drum brake systems, DOT compliant to DOT 3, DOT 4 testing specifications, compatible with all other manufacturers DOT compliant brake fluid, as well as being registered and approved in all States with such requirements.

| Annual usage estimate: | Approved Products: |
|---|---|
| Quarts: 60 | Pride |
| Gallons: 6 | Warren HD Dot 3 |

15. Synthetic Grease Lubricant
For use in Elgin sweepers. Shall be a lithium complex grease NGLI-00. Shall be equal to brand Mobilith SHC 007.

| Annual usage estimate | Approved Products: |
|---|---|
| Pails (5 GL/35 LB Bucket): 4 | Mobilith SHC 007 |

16. Chassis Lubricant, High performance, Extreme Pressure, NGLI Grade 2
Shall meet or exceed specifications ASTM D4950. Shall be a NGLI-GC-LB lubricant. Shall contain rust and oxidation inhibitors and be water resistant. Shall meet or exceed manufacturer's general requirements for lubrication of high-speed wheel bearings, universal joints, chassis grease points, 5th wheels, and trailer landing gears.

| Annual usage estimate | Approved Products: |
|---|---|
| Barrels: (55 GL/400 LB Drum) 4 | Chevron Delo Greases |
| Kegs: (16 GL/120 LB Drum) 1 | Kendall SHP |
| Pail: (5 GL/35 LB Bucket) | Union 76 Multiplex Red |
| Tubes: 300 | |

17. Power Steering Fluid
Shall be a petroleum hydrocarbon product. ACGIH, TLV (ppm) 5; OSHA, PELS (ppm) 5; NIOSH, TWA (ppm) 5; Grade: B150; and Viscosity: 29.5 cst @ 40c.

| Annual usage estimate | Approved Products: |
|---|---|
| | Pride |
| Quarts 60 | |

18. Chain Bar Oil
Lubricant must be designed especially for the lubrication of bar and chains on chain saws and open/ enclosed chains on other outdoor equipment. Must be formulated with additives to assure excellent performance, displaying high load-carrying capacity and good adhesion to minimize oil throw off.

| Annual usage estimate | Approved Products: |
|---|---|
| Single Gallons : 96 | Logger's Pride (Davison Oil) |
| | Itasca (Warren Oil) |

**BID FORM**
**PD 16-17.056**

**Lubrication Products, Anti-Freeze, and Brake Fluid Specification Contract**

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 7-6-17

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Lubrication Products, Anti-Freeze and Brake Fluid Specification Contract** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

| DESCRIPTION | | QUANTITY | UNIT PRICE | | |
|---|---|---|---|---|---|
| Product Brand | Proposed Size | Pkg Price | Unit Yearly Usage | Estimated Yearly Cost | Estimated |
| **1. Motor Oil, Multi-Service** | | | | | |
| Brand CHEVRON | | | | | |
| 15W40 | | Bulk | $ 6.25 /Gal | 5,000 Gal | $ 31,250.00 |
| | | 55 Gal | $ 365.75 /Barrel | 4 Barrels | $ 1,463.00 |
| | | Qt | $ 3.00 /Qt | | |
| 30 Wt Chevron | Bulk | | | | $ 6.25 /Gal |
| | | 55 Gal | $ 365.75 /Barrel | 1 Barrels | $ 365.75 |
| | | Qt | $ 3.00 /Qt | | |
| 50 Wt Chevron | | Bulk | $ 12.50 /Gal | | |
| | | 55 Gal | $ 500.00 /Barrel | 1 Barrels | $ 500.00 |
| | | Qt | $ N/A /Qt | | |
| **2. Motor oil, High Performance/Detergent** | | | | | |
| Brand CHEVRON | | | | | |
| 30 Wt | | Bulk | $ 6.40 /Gal | | |
| | | 55 Gal | $ 374.60 /Barrel | | |
| | | Qt | $ 2.75 /Qts | 200Qts | $ 550.00 |
| 5W20 | | Bulk | $ 4.50 /Gal | | |
| | | 55 Gal | $ 269.50 /Barrel | | |
| | | Qt | $ 2.50 /Qts | 220Qts | $ 550.00 |
| 5W20 Synthetic | | Bulk | $ 12.00 /Gal | | |
| | | 55 Gal | $ 660.00 /Barrel | | |
| | | Qt | $ 8.00 /Qts | 300 Qts | $ 2400.00 |
| 5W30 | | Bulk | $ 4.50 /Gal | | |
| | | 55 Gal | $ 269.50 /Barrel | | |
| | | Qt | $ 2.50 /Qt | 200 Qts | $ 500.00 |
| 10W30 | | Bulk | $ 4.50 /Gal | | |
| | | 55 Gal | $ 269.50 /Barrel | | |
| | | Qt | $ 2.60 /Qt | Qts | $ 2.50 |



EXHIBIT
tabbies
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| | | | |
|---|---|---|---|
| 10W40 | Bulk | $ 4.50 /Gal | |
| | 55 Gal | $ 247.50 /Barrel | |
| | Qt | $ 2.50 /Qt | Qts $ 2.50 |
| 20W50 APIS SM | Bulk | $ 4.50 /Gal | |
| | 55 Gal | $ 247.50 /Barrel | |
| | Qt | $ 2.50 /Qt | Qts $ 2.50 |
| **3. Hydraulic Oil, AW Universal** | | | |
| Brand Chevron | | | |
| | Bulk | $ 4.00 /Gal | 250 Gal $ 1,000.00 |
| | 55 Gal | $ 220.00 /Barrel | 1 Barrels $ 220.00 |
| | 5 Gal | $ 23.75 /Pail | |
| **4. Hydraulic Oil, High Dielectric** | | | |
| Brand Chevron | | | |
| AW Rando | Bulk | $ 11.50 /Gal | |
| | 55 Gal | $ 632.50 /Barrel | 2 Barrels $ 1,265.00 |
| | 5 Gal | $ 65.00 /Pail | |
| **5. Hydraulic Oil, 10 WT** | | | |
| Brand Chevron | | | |
| | Bulk | $ 9.00 /Gal | |
| | 55 Gal | $ 495.00 /Barrel | 5 Barrels $ 2475.00 |
| | 5 Gal | $ 58.00 /Pail | |
| **6. Hydraulic Oil, Tractor Hydraulic Fluid** | | | |
| Brand Chevron | | | |
| | Bulk | $ 6.90 /Gal | 1000 Gal $ 6,900.00 |
| | 55 Gal | $ 401.50 /Barrel | 4 Barrels $ 1,660.00 |
| | 5 Gal | $ 39.00 /Pail | 2 Pails $ 78.00 |
| **7. Hydraulic oil, Bio-Degradable** | | | |
| Brand Chevron | | | |
| | Bulk | $ 11.90 /Gal | |
| | 55 Gal | $ 654.50 /Barrel | 2 Barrels $ 1309.00 |
| | 5 Gal | $ /Pail | |
| **8. Gear Lubricant, Universal** | | | |
| Brand Chevron | | | |
| | 55 Gal | $ 550.00 /Barrel | 2 Barrels $ 1100.00 |
| | 16Gal | $ 180.00 /Pail Key | 2 Pails $ 100.00 |
| | 5 Gal | $ 50.00 /~~Keg~~ pail | |

**9. Automatic Transmission Fluid**
Brand Chevron

| | | |
|---|---|---|
| Bulk | $13.56 /Gal | 200 Gal $2700.00 |
| 55 Gal | $745.80 /Barrel | |
| Qts | $ 3.75 /Qt | |

**10. Manual Transmission Fluid Synthetic**
Brand CHEVRON

| | | |
|---|---|---|
| Bulk | $25.00 /Gal | |
| 55 Gal | $1500.00 /Barrel | 2 Barrels $ 3000.00 |
| Qts | $125.00 /Pail | 2 Pails $ 250.00 |

**11. Automatic Transmission Fluid Synthetic**
Brand CASTROL

| | | |
|---|---|---|
| 55 Gal | $1525.00 /Barrel | 3 Barrel $ 4575.00 |
| 5 Gal Bucket | $140.00 /Pail | 2 Pail $ 140.00 |
| Qts | $ N/A /Qt | |

**12. Antifreeze/Summer Coolant**
Brand Texaco Havoline

| | | |
|---|---|---|
| Bulk | $6.60 /Gal | |
| 55 Gal | $363.00 /Barrel | |
| Gal | $6.50 /Gal | 200 Gal $ 1300.00 |

**13. Antifreeze/Summer Coolant, Extended Life**
Brand CHEVRON

| | | |
|---|---|---|
| Bulk | $8.50 /Gal | |
| 55 Gal (Conc.) | $405.00 /Barrels | 3 Barrels $ 1485.00 |
| Gal (50/50mix) | $6.90 /Gal | 200 Gal $ 1320.00 |

**14. Brake Fluid**
Brand WARREN

| | | |
|---|---|---|
| Gal | $12.62 /Gal | 6 Gal $ 75.72 |
| Qts | $ 6.00 /Qt | 96 Qt $ 486.00 |
| Oz Btl | $ 2.00 /Btl | |

**15. Synthetic Grease Lubricant**
Brand Mobil

| | | |
|---|---|---|
| 16 Gal | | $770.00 /Keg |
| 5 Gal | $225.00 /Pail | 4 Pails $ 900.00 |

**16. Chassis Lubricant, High Performance, Extreme Pressure**
Brand Chevron

| | | |
|---|---|---|
| 55 Gal | $764.00 /Barrel | 4 Barrels $ 3056.00 |
| 16 Gal | $220.00 /Keg | 1 Kegs $ 220.00 |
| 5 Gal | $ 75.00 /Pail | |
| Tubes | $ 2.00 /Tube | 300Tubes $ 600.00 |

**17. Power Steering Fluid**
Brand Texaco Havoline Qt $2.25 /Qt 60 Qts $ 135.00

**18. Chain Bar Oil**
Brand WARREN

| | | |
|---|---|---|
| Gal (Singles) | $6.50 /Barrel | 96 Gallons $ 624.00 |

# PUBLIC NOTICE OF RECOMMENDED AWARD

| **BID TABULATION** | **DESCRIPTION: Lubrication Products, Anti-freeze and Brake Fluid Specification Contract BID # PD 16-17.056** | | | | | |
|---|---|---|---|---|---|---|
| Bid Opening Time: 10:00 a.m. CST<br>Bid Opening Date: 7/06/2017<br>Bid Opening Location: Rm 11.407<br>**NAME OF BIDDER** | Cover Sheet/ Acknow. | Bid Bond or Check | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Acknowledgement of Addenda | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes Total |
| Hunter Oil Co., Inc. | Y | NA | N | Y | N/A | N |
| R.K. Allen Oil, Co. | Y | NA | Y | Y | NA | Y |
| Cougar Oil, Inc. | Y | NA | Y | Y | NA | Y |
| | | | | | | |
| BIDS OPENED BY: | Lester L. Boyd, Purchasing Coordinator DATE: 7/6/2017 | | | | | |
| BIDS TABULATED BY: | Lori Kistler, SOSA DATE: 7/6/2017 | | | | | |
| BIDS WITNESSED BY: | Lori Kistler, SOSA DATE: 7/6/2017 | | | | | |

**CAR**
**DATE 8/03/2017**

**BOCC**
**DATE 8/03/2017**

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to R.K. Allen in the amount of $48,000.

**Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.**

Notes:

Posted @ 4:45 p.m. CDT, 7/11/2017

LLB/lk

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12514** **County Administrator's Report 16. 18.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 08/03/2017
**Issue:** Acceptance of Declaration of Restrictive Covenants for County-Owned Property for Well Line Road Extension Project
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Acceptance of Declaration of Restrictive Covenants for County-Owned Property for Well Line Road Extension Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the Declaration of Restrictive Covenants for County-Owned Property, located off Saufley Field Road, as mitigation for the Well Line Road Extension Project:

A. Approve and authorize the Chairman or Vice Chairman to execute the Declaration of Restrictive Covenants as of the day of delivery to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time; and

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

[Funding: Fund 352, LOST III, Cost Center 210107, Project #11EN1405]

## BACKGROUND:

As part of the Well Line Road Extension Project, wetland mitigation needed to be addressed and there are currently no mitigation banks in the area of Well Line Road that could have been utilized. Escambia County owns two parcels located off of Saufley Field Road that can be used as mitigation to obtain a permit for the wetland impacts on Well Line Road. Northwest Florida Water Management District (NWFWMD) can issue a permit for the construction of Well Line Road; however, Board acceptance and approval is required to authorize staff to proceed with Declaration of Restrictive Covenants. This agreement will authorize substitution of the requirement of transferring the property to NWFWMD. Escambia County will retain ownership of the two parcels (approximately 36.06 acres), which are already surrounded on three sides by NWFWMD property. The

property will remain undeveloped, pursuant to the Florida Defense Alliance/Defense Infrastructure Grant agreement.

By agreeing to and approving the Declaration of Restrictive Covenants, the County does not have to purchase any additional property for mitigation of the wetland impacts for this project. This does not, however, include any impacts that may happen during the private development of the remaining property in the area of the road extension.

Negotiations for additional services through Atkins Global to complete the design of Phases I and II are underway. Negotiations expect to be completed in August 2017.

**BUDGETARY IMPACT:**

Fund 352, LOST III, Cost Center 210107, Project #11EN1405

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Declaration of Restrictive Covenants was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Upon Board approval, County staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon board approval, staff will have the Declaration of Restrictive Covenants recorded in the public records of Escambia County, Florida.

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**Attachments**

Declaration

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## DECLARATION OF RESTRICTIVE COVENANTS

Prepared by:
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Return original or certified recorded document to:
Northwest Florida Water Management District
Attn: Ted Reese
180 E. Redstone Avenue
Crestview, Florida 32539

**THIS DECLARATION OF CONSERVATION COVENANTS, CONDITIONS AND RESTRICTIONS** ("Declaration") is made this _____ day of _____, 2017, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Declarant"). As used herein, the term "Declarant" shall include any and all heirs, successors or assigns of the Declarant, and all subsequent owners of the "Property" (as hereinafter defined).

### RECITALS AND CONSERVATION PURPOSES

**WHEREAS**, the Declarant is the owner of certain real property ("Property") located in Escambia County, Florida, and more fully described in Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, the Declarant is seeking a Permit (Application No. IND-033-17462-1) ("Permit") from the Northwest Florida Water Management District, ("Agency") that authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

**WHEREAS**, Declarant makes this Declaration as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, it is the purpose of this Declaration, and it is Declarant's intent, to place restrictions, covenants and conditions on the Property for the following purposes:

1. To retain land or water area in their natural condition, or in accordance with the Permit in an enhanced, restored or created condition; and

2. To prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural condition, or in accordance with an enhanced, restored or created condition required by the Permit.

**WHEREAS**, the Declarant, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Agency, is agreeable to placing and does place the

restrictions, covenants, and conditions over the Property pursuant to, and in accordance with, the provision of Section 704.06, Florida Statutes, and the Permit.

**NOW, THEREFORE,** Declarant hereby unconditionally and irrevocably declares and covenants with the Agency that the Property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property.

**ARTICLE I. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Property inconsistent with the purposes of this Declaration is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Declaration. Those wetland and upland areas of the Property that are to be enhanced, created or restored pursuant to the Permit shall be retained and maintained in the enhanced, created or restored conditions required by the Permit.

Except for activities that are permitted or required by the Permit (or any modification thereto) or any Permit Management Plan any activity on or use of the Property inconsistent with the purpose of this Declaration is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Agency are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Agency are authorized. No later than thirty (30) days before commencing any activities to implement the

approved wildfire mitigation plan, Declarant shall notify the Agency in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Agency approved the plan;

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e) Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g) Acts or uses detrimental to such aforementioned retention of land or water areas; and

h) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

**ARTICLE II. ACCESS, ENFORCEMENT AND REMEDIES**

A. Access. Declarant and its successors and assigns shall hereby grant site access to the Agency or its successors and assigns, with any necessary equipment or vehicles, for the purpose of determining compliance with this Declaration. This Declaration does not covey to the public the right to enter the Property for any purpose whatsoever.

B. Enforcement. The terms and conditions of this Declaration may be enforced by the Agency and its assigns at law or equity, at the Agency's reasonable discretion, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this Declaration. Any forbearance on behalf of the Agency to exercise its rights in the event of the failure of Declarant to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the Agency's rights hereunder in the event of any subsequent failure of the Declarant to comply. Agency shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of this Declaration.

**ARTICLE III. DURATION AND APPLICABILITY**

A. Duration. It is the intention of the Declarant that the restrictions contained in this Declaration shall run with the land and with the title to the Property in perpetuity, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Declarant and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

B. Applicability. Every provision of this Declaration that applies to the Declarant or Agency shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

**ARTICLE IV. MISCELLANEOUS**

A. Owner's Rights. The Declarant, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the Permit (or any modification thereto), Permit Management Plan, or the intent and purposes of this Declaration. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted upon written approval by the Agency.

B. Taxes. Declarant shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the Agency with satisfactory evidence of payment upon request.

C. Termination of Modification. This Declaration shall not be terminated or modified without the express written consent of the Agency. Any agreed upon modification shall be recorded in the public records of Escambia County, Florida.

D. Entire Agreement. This instrument set forth the entire agreement of the parties with respect to this Declaration.

E. Severability. If any provision of this Declaration or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Declaration shall not be affected thereby, as long as the purpose of the Declaration is preserved.

F. Terms and Restrictions. The Declarant shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Declarant divests itself of any interest in the Property.

G. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

H. Recording. Declarant shall record this instrument in a timely fashion in the official records of Escambia County, Florida and shall re-record it at any time as may be required to preserve the Declaration. Declarant shall pay all recording costs and taxes necessary to record this Declaration in the public records.

I. Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this Declaration shall be binding upon Declarant and shall run in perpetuity with the Property.

**IN WITNESS WHEREOF,** Declarant has hereunto set its authorized hand the day and year first above written.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

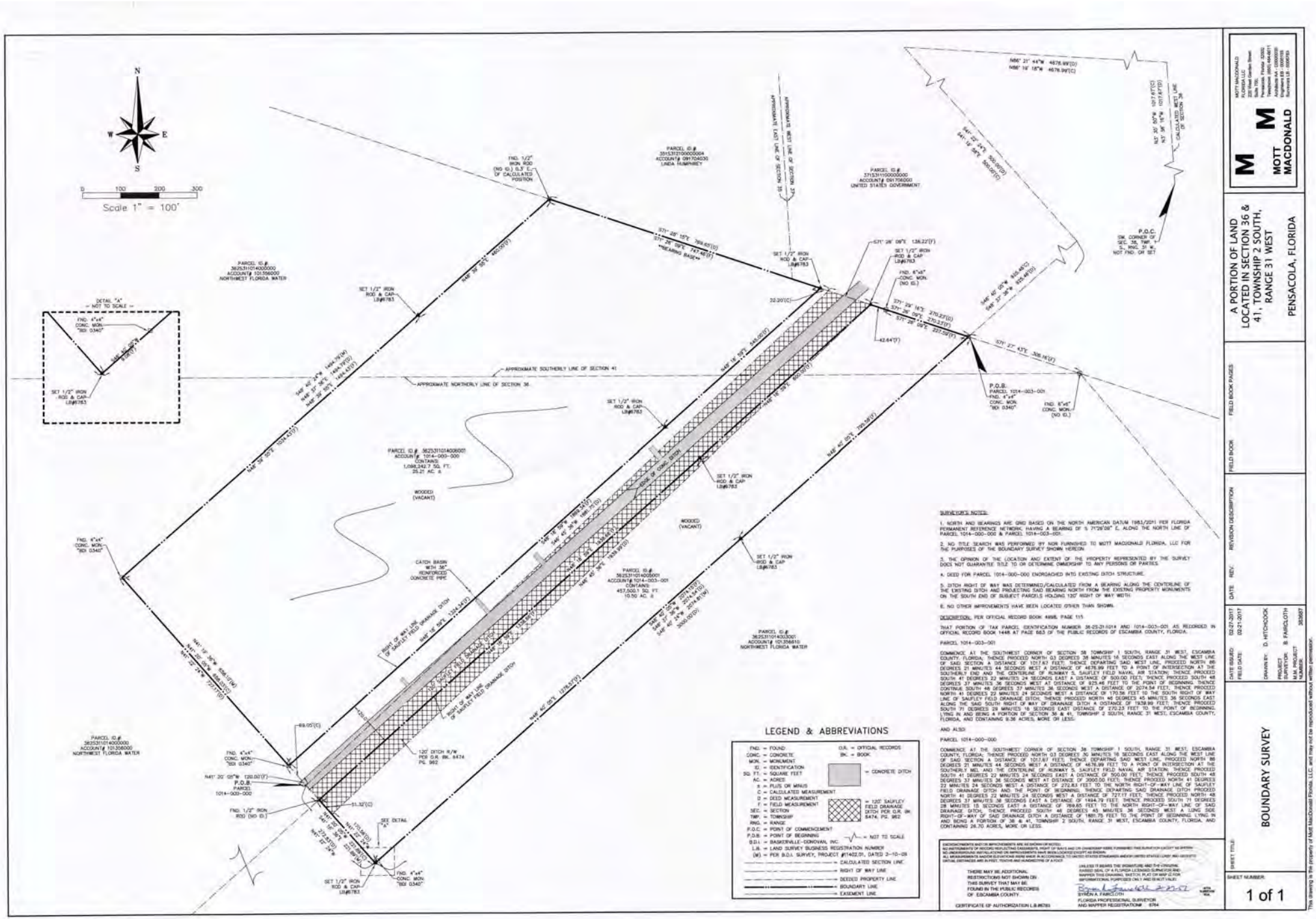
_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date July 24, 2017

Exhibit "A"




SURVEYOR'S NOTES:

1. NORTH AND BEARINGS ARE GRID BASED ON THE NORTH AMERICAN DATUM 1983/2011 FOR FLORIDA PERMANENT REFERENCE NETWORK, HAVING A BEARING OF S 71°26'08" E, ALONG THE NORTH LINE OF PARCEL 1014-000-000 & PARCEL 1014-003-001.

2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA, LLC FOR THE PURPOSES OF THE BOUNDARY SURVEY SHOWN HEREON.

3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SURVEY DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.

4. DEED FOR PARCEL 1014-000-000 ENCROACHED INTO EXISTING DITCH STRUCTURE.

5. DITCH RIGHT OF WAY WAS DETERMINED/CALCULATED FROM A BEARING ALONG THE CENTERLINE OF THE EXISTING DITCH AND PROJECTING SAID BEARING NORTH FROM THE EXISTING PROPERTY MONUMENTS ON THE SOUTH END OF SUBJECT PARCELS HOLDING 120' RIGHT OF WAY WIDTH.

6. NO OTHER IMPROVEMENTS HAVE BEEN LOCATED OTHER THAN SHOWN.

DESCRIPTION: PER OFFICIAL RECORD BOOK 4899, PAGE 115.

THAT PORTION OF TAX PARCEL IDENTIFICATION NUMBER 36-2S-31-1014 AND 1014-003-001 AS RECORDED IN OFFICIAL RECORD BOOK 1448 AT PAGE 563 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 1014-003-001

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36 TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03 DEGREES 38 MINUTES 16 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1017.67 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED NORTH 86 DEGREES 21 MINUTES 44 SECONDS WEST A DISTANCE OF 4678.99 FEET TO A POINT OF INTERSECTION AT THE SOUTHERLY END AND THE CENTERLINE OF RUNWAY 5, SAUFLEY FIELD NAVAL AIR STATION; THENCE PROCEED SOUTH 41 DEGREES 22 MINUTES 24 SECONDS EAST A DISTANCE OF 500.00 FEET; THENCE PROCEED SOUTH 48 DEGREES 37 MINUTES 36 SECONDS WEST AT DISTANCE OF 825.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 48 DEGREES 37 MINUTES 36 SECONDS WEST A DISTANCE OF 2074.54 FEET; THENCE PROCEED NORTH 41 DEGREES 22 MINUTES 24 SECONDS WEST A DISTANCE OF 170.56 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAUFLEY FIELD DRAINAGE DITCH; THENCE PROCEED NORTH 46 DEGREES 45 MINUTES 36 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY OF DRAINAGE DITCH A DISTANCE OF 1638.99 FEET; THENCE PROCEED SOUTH 71 DEGREES 29 MINUTES 19 SECONDS EAST DISTANCE OF 270.23 FEET TO THE POINT OF BEGINNING, LYING IN AND BEING A PORTION OF SECTION 36 & 41, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 9.36 ACRES, MORE OR LESS.

AND ALSO

PARCEL 1014-000-000

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36 TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03 DEGREES 38 MINUTES 16 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1017.67 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED NORTH 86 DEGREES 21 MINUTES 44 SECONDS WEST A DISTANCE OF 4678.99 FEET TO A POINT OF INTERSECTION AT THE SOUTHERLY MEL AND THE CENTERLINE OF RUNWAY 5, SAUFLEY FIELD NAVAL AIR STATION; THENCE PROCEED SOUTH 41 DEGREES 22 MINUTES 24 SECONDS EAST A DISTANCE OF 500.00 FEET; THENCE PROCEED SOUTH 48 DEGREES 37 MINUTES 36 SECONDS WEST AT DISTANCE OF 2000.00 FEET; THENCE PROCEED NORTH 41 DEGREES 22 MINUTES 24 SECONDS WEST A DISTANCE OF 272.83 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAUFLEY FIELD DRAINAGE DITCH AND THE POINT OF BEGINNING; THENCE DEPARTING SAID DRAINAGE DITCH PROCEED NORTH 41 DEGREES 22 MINUTES 24 SECONDS WEST A DISTANCE OF 727.17 FEET; THENCE PROCEED NORTH 48 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 1484.79 FEET; THENCE PROCEED SOUTH 71 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 199.65 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID DRAINAGE DITCH; THENCE PROCEED SOUTH 46 DEGREES 45 MINUTES 36 SECONDS WEST A LONG SIDE RIGHT-OF-WAY OF SAID DRAINAGE DITCH A DISTANCE OF 1801.75 FEET TO THE POINT OF BEGINNING, LYING IN AND BEING A PORTION OF 36 & 41, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 28.70 ACRES, MORE OR LESS.

ENCROACHMENTS AND/OR IMPROVEMENTS ARE AS SHOWN (IF NOTED).
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES LAND AND GEODETIC DATUM. DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Byron A. Farlcloth 2-27-17
BYRON A. FARLCLOTH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION# 6764

CERTIFICATE OF AUTHORIZATION LB #6785

MOTT MACDONALD FLORIDA, LLC
225 West Garden Street Suite 700
Pensacola, Florida 32502
Telephone: (850) 434-6011
Authorization #: 00000030
Business LB: 0006785

MOTT MACDONALD

A PORTION OF LAND LOCATED IN SECTION 36 & 41, TOWNSHIP 2 SOUTH, RANGE 31 WEST

PENSACOLA, FLORIDA

FIELD BOOK PAGES:
FIELD BOOK:
REVISION DESCRIPTION
DATE: REV.:
DATE ISSUED: 02-27-2017
FIELD DATE: 02-21-2017
DRAWN BY: D. HITCHCOCK
PROJECT SURVEYOR: B. FARLCLOTH
M.M. PROJECT NUMBER: 385687

SHEET TITLE: BOUNDARY SURVEY

SHEET NUMBER: 1 of 1

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12556** **County Administrator's Report 16. 1.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 08/03/2017
**Issue:** Contract Award for New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition
**From:** Paul Nobles, Purchasing Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Contract Award for New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition and either:

A. Approve, award, and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Jobe's Dirt Works, LLC, per the terms and conditions of PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition for the Base Bid of $119,740;

OR

B. Approve, award, and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Jobe's Dirt Works, LLC, per the terms and conditions of PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition for Base Bid of $119,740 and Additive Alternate 1 $273,735, for a total amount of $393,475;

OR

C. Approve, award, and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Cross Environmental Services, Inc., per the terms and conditions of PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition for the Base Bid of $226,845 and Additive Alternate 2 $48,500 for a total amount of $275,345;

Should Item "A, B or C" be approved, Standard Form of Agreement, Form B:

Construction will be prepared and reviewed by the County Attorney's Office;

OR

D. Reject all bids associated with PD 16-17.048. Should Item "D" be approved, the Alternates will be incorporated into the negotiations and subsequent Design/Build Agreement to be prepared by the County Attorney's Office.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center: 290408]

**BACKGROUND:**

PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility was originally advertised in the Pensacola News Journal November 7, 2017. The Board approved Short-Listing to the following three firms on March 16, 2017:

Archer Western Construction/Allstate Construction Joint Venture
W.G. Yates & Sons Construction Company
Whitesell-Green/Caddell Joint Venture

Proposals were received from the following firms on June 23, 2017:
W.G. Yates & Sons Construction Company
Whitesell-Green/Caddell Joint Venture

PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition was advertised in the Pensacola News Journal on Monday May 15, 2017. A Non-Mandatory Pre-Solicitation Conference and site walk-thru was held on Wednesday, May 24, 2017. Five firms attended this meeting. Bids were received from two firms on Friday June 23, 2017.

**BUDGETARY IMPACT:**

TBD

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Should Item "A, B, or C" be approved, Standard Form of Agreement, Form B: Construction will be prepared and reviewed by the County Attorney's Office.

Should Item "D" be approved, the Alternates will be incorporated into the negotiations and subsequent Design/Build Agreement to be prepared by the County Attorney's Office.

**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.

If Item B is selected this recommendation is in compliance with Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will work with the County Attorney's Office regarding the necessary contract and format and will issue the Purchase Order as applicable.

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**Attachments**

Demolition on the McDonald's Site

Response Tabulations

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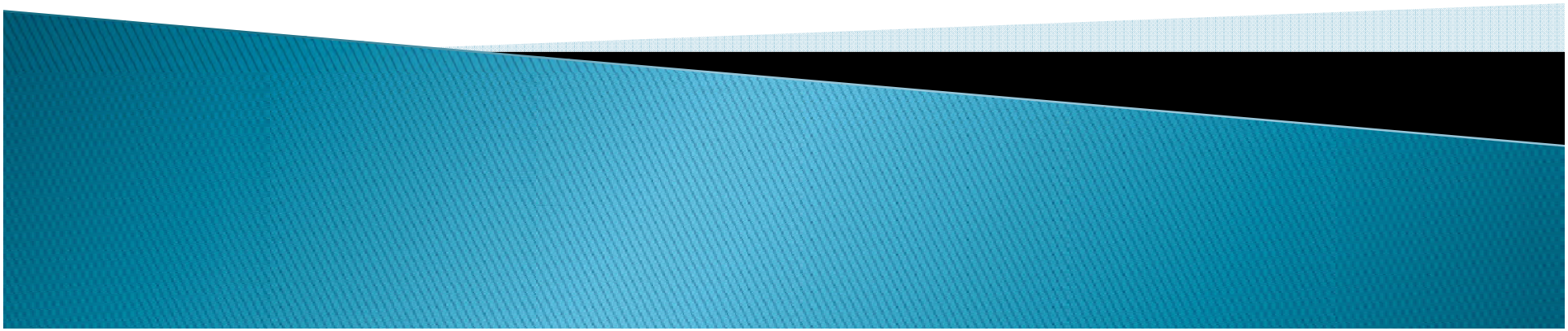
# Demolition on the McDonald's Site



LEGEND

Base Bid

Additive Alternate 1

Additive Alternate 2

0 60 120

APPROXIMATE SCALE: 1"=60'

PROJECT NO. : 07832209
PROJECT MANAGER: S. BATTAGLIA
SCALE: 1:60
CADD ID: 07832209-01A
DRN BY: S. Battaglia
DRN DATE: 06-24-17
CHK BY:
APPVD BY:

Intertek

psi

FIGURE 1
SITE MAP
NEW ESCAMBIA COUNTY CORRECTIONAL FACILITY
3030 AND 3060 NORTH PACE BLVD.
PENSACOLA, ESCAMBIA COUNTY, FLORIDA

# Bid Responses

| PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition | Cross Environmental Services, Inc. | Jobe's Dirt Works LLC | W.G. Yates & Sons Construction Company | Whitesell-Green/Caddell Joint Venture |
|---|---|---|---|---|
| **Base Bid** – Abatement and demolition of "Outbuildings" defined as Building Nos. 1803, 1805, 1813A, 1813B, 1813C, 3160, 3000, and 2816. | $226,845.00 | $119,740.00 | $255,286.00 | $348,215.00 |
| **Add Alternate 1** – Abatement and demolition of "Main Building" defined as Building Nos. 1814, 1815, 1817, 1821, 2025, 3150, 3140, 3130, 3120, 3100, 3110; and the "Building Extension" defined as Building Nos. 3090, 3030, 3030. | $265,500.00 | $273,735.00 | $187,050.00 | $391,454.00 |
| **Base Bid + Add Alternate 1** | $492,345.00 | $393,475.00 | $442,336.00 | $739,669.00 |
| **Add Alternate 2** – Abatement and demolition of "the "Building Extension" defined as Building Nos. 3090, 3050, 3030. | $48,500.00 | $223,300.00 | $72,289.00 | $358,819.00 |
| **Base Bid + Add Alternate 2** | $275,345.00 | $343,040.00 | $327,575.00 | $707,034.00 |
| **Base Bid + Alternate 1 + Alternate 2** | $540,845.00 | $616,775.00 | $514,625.00 | $1,098,488.00 |

**New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition**

| **PD 16-17.048, New Escambia County Correctional Facility Site Hazardous Material Abatement and Demolition** | Cross Environmental Services, Inc. | Jobe's Dirt Works LLC | | |
|---|---|---|---|---|
| **PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility** | | | W.G. Yates & Sons Construction Company | Whitesell-Green/Caddell Joint Venture |
| **Base Bid** – Abatement and demolition of "Outbuildings" defined as Building Nos. 1803, 1805, 1813A, 1813B, 1813C, 3160, 3000, and 2816. | $226,845.00 | $119,740.00 | $255,286.00 | $348,215.00 |
| **Add Alternate 1** – Abatement and demolition of ""Main Building" defined as Building Nos. 1814, 1815, 1817, 1821, 2025, 3150, 3140, 3130, 3120, 3100, 3110; and the "Building Extension" defined as Building Nos. 3090, 3030, 3030. | $265,500.00 | $273,735.00 | $187,050.00 | $391,454.00 |
| **Base Bid + Add Alternate 1** | $492,345.00 | $393,475.00 | $442,336.00 | $739,669.00 |
| **Add Alternate 2** – Abatement and demolition of "the "Building Extension" defined as Building Nos. 3090, 3050, 3030. | $48,500.00 | $223,300.00 | $72,289.00 | $358,819.00 |
| **Base Bid + Add Alternate 2** | $275,345.00 | $343,040.00 | $327,575.00 | $707,034.00 |
| **Base Bid + Alternate 1 + Alternate 2** | $540,845.00 | $616,775.00 | $514,625.00 | $1,098,488.00 |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12557** **County Administrator's Report 16. 2.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 08/03/2017
**Issue:** Owner Controlled Insurance Program
**From:** Robert Dye, Division Manager
**Organization:** Asst County Administrator - Lovoy
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Owner Controlled Insurance Program - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning the Owner Controlled Insurance Program (OICP):

A. Exercise the option in PD 16-17.004, Design Build Services for the New Escambia County Correctional Facility, to proceed with establishing an Owner Controlled Insurance Program for the new corrections facility project;

OR

B. Reject the option to put into effect an Owner Controlled Insurance Program for the new correction facility project.

## BACKGROUND:

PD 16-17.004, pages B-4 through B-8, included the option to put into place an Owner Controlled Insurance Program at the Boards discretion. An OCIP or, as it is generically called, a Wrap Up Program provides an opportunity to reduce costs on the project by capitalizing on the OCIP Broker/Administrators ability to aggressively search the Market for "best price" Insurance products and by eliminating Overhead and Profit (O&P) for Insurance products. An OCIP provides opportunities for some subcontractors who may not be able to obtain the limits required for the job or who may have such a poor experience rating that the cost of insurance is extremely high.

An RFP (Request for Proposal) was issued for an OCIP Administrator/Broker which received two responses. The selection committee determined that although the submissions were very similar, USI provided the best price and service for the life of the program should the Board elect to proceed with an OCIP.

**BUDGETARY IMPACT:**
N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**
N/A

**PERSONNEL:**
No additional staff required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**
N/A

**IMPLEMENTATION/COORDINATION:**
N/A

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**Attachments**

OCIP Overview
$250K Deductible Proforma
$150K Deductible Proforma
Solicitation PD 16-17.004

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## OCIP overview

An Owner Controlled Insurance Program (OCIP) or "wrap-up program" is a coordinated insurance program for construction projects. An OCIP, unlike traditional construction insurance coverage, provides eligible participants of a construction project with general liability coverage under one policy. Worker's Compensation coverage may also be included in the OCIP.

## OCIP Key Features

- Under one master policy, an OCIP covers commercial general liability and/or workers' compensation insurance for all enrolled participants associated with a specified project.
- Participants generally include all enrolled contractors and subcontractors of every tier involved with on-site project construction.
- An OCIP does **not** cover vendors, suppliers or material dealers and may also exclude contractors who handle hazardous materials such as asbestos and hazardous waste.
- Decision making control rests with the purchaser (the project owner).
- Architects and engineers are often included as participants, but not for professional liability.
- An OCIP covers the life of the project, plus an extended completed operations' period.

## OCIP Advantages

- Provides uniform coverage and limits of liability for all participants.
- Eliminates owner concern that individual contractors or subcontractors may not be adequately covered.
- Enables the owner to consolidate the insurance policies they will rely on in the future into one uniform, broad program.
- Enables owners and contractors to mount a stronger, single-entity defense in construction defect lawsuits. Rather than many lawyers and many insurance carriers who may be manipulated into settling a lawsuit at inflated costs, an OCIP uses one insurance company and one legal firm to handle the claim.
- Since there is no coverage for cross claims, there is less incentive for plaintiffs' attorneys to create infighting amongst the participants.

**Traditional Individual Coverage - Disadvantages**

The majority of subcontractor insurance policies exclude coverage for multi-family unit construction.

- The owner does not have control over the coverage purchased by the general contractor and the potential impairment of insurance coverage limits on the general contractor's insurance.
- The owner has significant exposure to losses not covered under the general contractor's insurance.
- The owner could be subjected to complicated and expensive claims handling procedures.
- Individual participant insurance policies covering the same risk become targeted in order to allocate blame and remedy a claim. Plaintiff attorneys often times exploit the weakness of multiple defendants "general and each sub, regardless of their involvement".
- Increased overhead and profit (O & P) for project owner when insurance component costs are included in Bids.

**Possible Disadvantages of an OCIP Program for Contractors and Subcontractors**

- Uncompensated administrative costs.
- No overhead and profit (O&P) on insurance components of Bid.

# Escambia County, Florida
# Escambia County Jail Project
## OCIP Cost Estimates

**May 4, 2017** **EXHIBIT E.1.**

**This is not a quotation. This financial Proforma is for illustrative purposes only.**
**A full underwriting submission is required to obtain formal carrier quotations.**
**This assumes a $250,000 Workers Compensation & $250,000 General Liability Per Occurrence Deductible**

| Escambia County Jail | Estimated Program Duration 42 Months | %/CV |
|---|---|---|
| **Florida Project** | **$ 125,000,000** | |
| **Estimated Payroll** | **$ 25,625,000** | **20.50%** |
| Estimated Contractor Insurance Costs w/O&P | $ 4,181,831 | 3.35% |
| Estimated OCIP Insurance Costs **(1)** | $ 3,815,288 | 3.05% |
| **Estimated Minimum Net Savings** | **$ 366,543** | **Assumes 100% Losses** |
| **Estimated Maximum Net Savings** | **$ 2,128,066** | **Assumes 0% Losses** |

**OCIP Program**

| | | | |
|---|---|---|---|
| Estimated Primary Program Fixed Costs **(2)** | $ | 2,053,765 | (WC/GL $2MM/$4MM/Excess $100MM & OCIP Admin. Fees) |
| Estimated Primary Program Loss Fund **(3)** | $ | 1,761,523 | (Aggregate Limit) |
| **Estimated OCIP Program Insurance Costs** | **$** | **3,815,288** | |
| **Estimated Maximum Program Costs:** | $ | 3,815,288 | (Includes Fixed Costs plus 100% of Loss Fund) |
| **Estimated Minimum Program Savings:** | $ | 366,543 | (Assumes 100% Losses) |
| **Estimated Minimum Program Costs:** | $ | 2,053,765 | (Includes Fixed Costs Only) |
| **Estimated Maximum Program Savings:** | $ | 2,128,066 | (Assumes 0% Losses) |

**OCIP COST ESTIMATES (Florida)**

| Insurance Component | %/CV | Rate per $100/Payroll | Estimated Total OCIP Program Cost |
|---|---|---|---|
| WC Fixed Costs incl. TRIA | 0.457% | $ 2.231 | $ 571,812 |
| WC State Assessments and/or Expense Constant **(4)** | 0.000% | $ - | $ - |
| GL - Fixed Costs incl. TRIA (5) | 0.353% | $ 1.704 | $ 441,694 |
| Excess Liability - $25MM xs of Primary | 0.207% | $ 1.000 | $ 259,248 |
| Excess Liability - $75MM xs of $25MM | 0.135% | $ 0.650 | $ 168,511 |
| Loss Control Services - 1 On Site (30 mos.) | 0.310% | $ 1.317 | $ 337,500 |
| OCIP Administration Fee | 0.220% | $ 1.073 | $ 275,000 |
| **Program Fixed Costs Subtotal** | **1.643%** | **$ 7.98** | **$ 2,053,765** |
| WC/GL Loss Fund (Includes 1.085% LCF) | 1.409% | $ 6.87 | $ 1,761,523 |
| **Total** | **3.052%** | **$ 14.85** | **$ 3,815,288** |

# Escambia County, Florida
# Escambia County Jail Project
## OCIP Cost Estimates

**May 4, 2017** **EXHIBIT E.1.**

**ESTIMATED PROGRAM SAVINGS (5)**

| Loss Fund % | Estimated Claims Cost | Estimated Loss Fund Savings | Estimated Contractor Bid Credit Savings | Estimated Total Net Savings |
|---|---|---|---|---|
| ZERO | $ - | $ 1,761,523 | $ 366,543 | $ 2,128,066 |
| **22%** | **$ 387,535** | **$ 1,373,988** | **$ 366,543** | **$ 1,740,531** |
| 30% | $ 528,457 | $ 1,233,066 | $ 366,543 | $ 1,599,609 |
| 40% | $ 704,609 | $ 1,056,914 | $ 366,543 | $ 1,423,457 |
| **50%** | **$ 880,761** | **$ 880,761** | **$ 366,543** | **$ 1,247,305** |
| 60% | $ 1,056,914 | $ 704,609 | $ 366,543 | $ 1,071,152 |
| 70% | $ 1,233,066 | $ 528,457 | $ 366,543 | $ 895,000 |
| 80% | $ 1,409,218 | $ 352,305 | $ 366,543 | $ 718,848 |
| 90% | $ 1,585,370 | $ 176,152 | $ 366,543 | $ 542,696 |
| 100% | $ 1,761,523 | $ - | $ 366,543 | $ 366,543 |

**NOTE:**

**(1) OCIP Insurance Costs include the Primary and Excess Premiums, Aggregate Loss Fund and OCIP Administration Fees.**
**The program assumes a $250,000 WC and $250,000 GL per Occurrence Deductible.**

**(2)** **Estimated Program Fixed Costs** include the primary WC/GL $2MM/$4MM premium, Excess Liability Layers Totaling $100MM, OCIP Administration Fees. Includes Estimate for WC State Assessments and WC/GL TRIA.

**(3)** **Estimated Program Loss Fund** - Assumes 100% Loss Experience with LCF of 1.085%

**(4) WC State Assessment will be based on estimates provided by the Carrier. This assessment will be the same for both the Program Sponsor and their contractors and is reflected as a pass through in the contractor bid credit numbers.**

**(5) This financial Proforma is for illustrative purposes only and does not guarantee overall financial performance should the program be implemented.**

# Escambia County, Florida
# Escambia County Jail Project
## OCIP Cost Estimates

**May 4, 2017** **EXHIBIT E.2.**

**This is not a quotation. This financial Proforma is for illustrative purposes only.**
**A full underwriting submission is required to obtain formal carrier quotations. May not be offered in marketplac**
**$150,000 Worker's Compensation and Genral Liability Deductibles**

| Escambia County Jail | Estimated Program Duration 42 Months | %/CV |
|---|---|---|
| **Florida Project** | **$ 125,000,000** | |
| **Estimated Payroll** | **$ 25,625,000** | **20.50%** |
| Estimated Contractor Insurance Costs w/O&P | $ 4,038,081 | 3.23% |
| Estimated OCIP Insurance Costs **(1)** | $ 3,911,348 | 3.13% |
| **Estimated Minimum Net Savings** | **$ 126,733** | **Assumes 100% Losses** |
| **Estimated Maximum Net Savings** | **$ 1,888,256** | **Assumes 0% Losses** |

**OCIP Program**

| | | | |
|---|---|---|---|
| Estimated Primary Program Fixed Costs **(2)** | $ | 2,149,825 | (WC/GL $2MM/$4MM/Excess $100MM & OCIP Admin. Fees) |
| Estimated Primary Program Loss Fund **(3)** | $ | 1,761,523 | (Aggregate Limit) |
| **Estimated OCIP Program Insurance Costs** | **$** | **3,911,348** | |
| **Estimated Maximum Program Costs:** | $ | 3,911,348 | (Includes Fixed Costs plus 100% of Loss Fund) |
| **Estimated Minimum Program Savings:** | $ | 126,733 | (Assumes 100% Losses) |
| **Estimated Minimum Program Costs:** | $ | 2,149,825 | (Includes Fixed Costs Only) |
| **Estimated Maximum Program Savings:** | $ | 1,888,256 | (Assumes 0% Losses) |

**OCIP COST ESTIMATES (Florida)**

| Insurance Component | %/CV | Rate per $100/Payroll | Estimated Total OCIP Program Cost |
|---|---|---|---|
| WC Fixed Costs incl. TRIA | 0.503% | $ 2.455 | $ 628,993 |
| WC State Assessments and/or Expense Constant **(4)** | 0.013% | $ 0.066 | $ 16,794 |
| GL - Fixed Costs incl. TRIA (5) | 0.371% | $ 1.789 | $ 463,779 |
| Excess Liability - $25MM xs of Primary | 0.207% | $ 1.000 | $ 259,248 |
| Excess Liability - $25MM xs of $25MM | 0.135% | $ 0.650 | $ 168,511 |
| Loss Control Services - 1 On Site (30 mos.) | 0.310% | $ 1.317 | $ 337,500 |
| OCIP Administration Fee | 0.220% | $ 1.073 | $ 275,000 |
| **Program Fixed Costs Subtotal** | **1.720%** | **$ 8.35** | **$ 2,149,825** |
| WC/GL Loss Fund (Includes 1.085% LCF) | 1.409% | $ 6.87 | $ 1,761,523 |
| **Total** | **3.129%** | **$ 15.22** | **$ 3,911,348** |

# Escambia County, Florida
# Escambia County Jail Project
## OCIP Cost Estimates

**May 4, 2017**

## EXHIBIT E.2.

**ESTIMATED PROGRAM SAVINGS (5)**

| Loss Fund % | Estimated Claims Cost | Estimated Loss Fund Savings | Estimated Contractor Bid Credit Savings | Estimated Total Net Savings |
|---|---|---|---|---|
| ZERO | $ - | $ 1,761,523 | $ 126,733 | $ 1,888,256 |
| **22%** | **$ 387,535** | **$ 1,373,988** | **$ 126,733** | **$ 1,500,721** |
| 30% | $ 528,457 | $ 1,233,066 | $ 126,733 | $ 1,359,799 |
| 40% | $ 704,609 | $ 1,056,914 | $ 126,733 | $ 1,183,647 |
| **50%** | **$ 880,761** | **$ 880,761** | **$ 126,733** | **$ 1,007,495** |
| 60% | $ 1,056,914 | $ 704,609 | $ 126,733 | $ 831,342 |
| 70% | $ 1,233,066 | $ 528,457 | $ 126,733 | $ 655,190 |
| 80% | $ 1,409,218 | $ 352,305 | $ 126,733 | $ 479,038 |
| 90% | $ 1,585,370 | $ 176,152 | $ 126,733 | $ 302,886 |
| 100% | $ 1,761,523 | $ - | $ 126,733 | $ 126,733 |

**NOTE:**

**(1) OCIP Insurance Costs include the Primary and Excess Premiums, Aggregate Loss Fund and OCIP Administration Fees.**
**The program assumes a $150,000 WC and $150,000 GL per Occurrence Deductible.**

**(2)** **Estimated Program Fixed Costs** include the primary WC/GL $2MM/$4MM premium, Excess Liability Layers Totaling $100MM, OCIP Administration Fees. Includes Estimate for WC State Assessments and WC/GL TRIA.

**(3)** **Estimated Program Loss Fund** - Assumes 100% Loss Experience with LCF of 1.085%

**(4) WC State Assessment will be based on estimates provided by the Carrier. This assessment will be the same for both the Program Sponsor and their contractors and is reflected as a pass through in the contractor bid credit numbers.**

**(5) This financial Proforma is for illustrative purposes only and does not guarantee overall financial performance should the program be implemented.**

**ESCAMBIA COUNTY FLORIDA**

REQUEST FOR QUALIFICATIONS/PROPOSALS
Design-Build
Stage I - Qualifications

**DESIGN-BUILD SERVICES FOR THE NEW ESCAMBIA COUNTY CORRECTIONAL FACILITY**

**Solicitation Identification Number PD 16-17.004**

Proposals Will Be Received Until:
**2:00 p.m. CDT, Monday, December 19, 2016**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

A **Mandatory** Pre-Solicitation Conference will be held in Room 104, Central Office Complex, 3363 West Park Place, Pensacola, Florida 32505 on Monday, November 21, 2016 at 10:00 a.m. CST. **Proposals received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

**Board of County Commissioners**
Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Lumon J. May
Douglas Underhill

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

**Assistance:**
Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

Escambia County Florida
Request for Qualifications/Proposals
Design-Build
Stage I - Qualifications
Proposer's Checklist

# DESIGN-BUILD SERVICES FOR THE NEW ESCAMBIA COUNTY CORRECTIONAL FACILITY

**Solicitation Identification Number PD 16-17.004**

## How to Submit Your Qualifications/Proposal

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete qualifications/proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

## THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH APPLICATION FOR PREQUALIFICATION:

- Exhibit A - Design-Build Entities Proposal Manager
- Exhibit B - Conflict of Interest Disclosures (Original signature required)
- Questionnaire for DBE
    - Section 1: Information On DBE Primary Team Members
    - Section 2: Essential Requirements for DBE
    - Section 3: Scored Questions for Design Builder
    - Section 4: Financial Questions for the Design Builder
- Questionnaire for Architect(s)
    - Section 5: Information About the Architect of Record
    - Section 6: Scored Questions for the AOR
- Questionnaire for Engineer or Specialists
    - Section 7: Information About the Engineer or Specialists
    - Section 8: Scored Questions for the Engineer or Specialists
- Experience of DBE Team
    - Organizational Chart:
    - Personnel Resumes:
    - Project Profiles
    - Working Relationship Matrix:
    - Project References
    - Project Management Approach
- Required Form Templates
    - Certification (Original signature required)
    - Resume
    - Project Profile
    - Project Reference
- Working Relationship Matrix
- Appendix “A” Stipend Agreement (Original signature required)
- Letter from Surety

- Letter(s) from Insurance Carriers to include insurability at the levels required by County officials as defined in Appendix "C"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
- Florida Department Of Business And Professional Regulation – License(s), Certification(s) And/Or Registration(s)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- Sworn Statement Pursuant To Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions And Conveyances Corporate Identification
- Occupational License

**How to Submit a NO Qualification/Proposal**

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

*This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.*

**Overview of the Process:**

Escambia County will be utilizing a two-stage process to procure design-build services for their new Jail facility. The first step will be to prequalify Design-Build Entities, via a Request for Qualifications. The second step will be the issuance of a Request for Proposals to the short listed DBE's. The RFQ will request specific information on each entity, which the County will then score and rank to identify the top three DBE firms. These top three firms will be invited to submit a more detailed response, based on the project design criteria, schedule, and site requirements as outlined in the RFP. A Cost Proposal will be part of the RFP requirements.

**Any firm unable to respond in the affirmative to Section XVII. QUESTIONAIRE FOR DBE, Section 2: Essential requirements for DBE shall not be considered a responsible firm and thus not considered for this solicitation.**

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Appendix “D” - Drug-Free Workplace Form

Appendix “E” - Information Sheet for Transactions and Conveyances Corporation Identification

# I. GENERAL PREQUALIFICATION PROCESS AND REQUIREMENTS

## A. GENERAL INFORMATION

- **Project:** Escambia County Jail
- **Location:** Corner of Fairfield Drive and Pace Boulevard, Pensacola Florida
- **Owner:** Escambia County

## B. PROCUREMENT METHOD

For this Project, the County is utilizing a Design-Build, Cost/Design Competition, known as "Best Value". The proposers will be shortlisted on a qualifications basis. Escambia County will issue Technical Criteria which each shortlisted Design-Build Entity will propose a qualitative proposal and firm price. An evaluation process for qualitative assessment will be established, as well as a fixed price. Escambia County will review each proposal, then the fixed price to determine which proposal offers the best value, which is a combination of qualitative factor scores and the fixed price. The county currently estimates the project budget to be approximately $134 million. The actual stipulated sum requirements will be defined in the RFP.

.

## C. DEFINITIONS

The following "terms" are used throughout this RFQ and are defined as follows:

- "**Best Value**" means the value determined by objective criteria that may include, but not be limited to, price, features, functions, life cycle costs, experience, and other criteria deemed appropriate by the County of Escambia and their management team in order to determine the award.

- "**Design-Build**" means a selection process in which both the design and construction of a project are selected from a single entity.

- "**Design-Build Project**" means a capital outlay construction project using the Design-Build project delivery method.

- **"Design Build Entity"** (DBE) means a partnership, joint venture, corporation, or other legal entity that is able to provide appropriately licensed contracting, registered architectural, and licensed engineering services as needed. (F.S. 287.055 (1) Short Title, (2) Definitions. -(h) A "design-build firm" means a partnership, corporation, or other legal entity that: 1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or 2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.)

- "**Design-Build Package**" means the performance criteria and/or prescriptive, any concept drawings, the form of contract, and all other documents and information that serve as the basis on which proposals will be solicited from the Design-Build Entities. (F.S. 287.055 (1) Short Title, (2) Definitions. - (j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.)
- "**Design-Build Team**" means the Design-Build Entity itself and the individuals and other entities identified by the DBE as members of its team.
- "**Design Criteria Professional"** means the team of professionals who prepare and assemble the delivery requirements for the design-build project. (F.S. 287.055 (1) Short Title, (2) Definitions. - (k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.)
- "Request for Qualifications" means a document that will be issued by Escambia County, prior to a Request for Proposals. The document will contain information in a level of detail for potential Design Build Entities to determine if they will make a submittal. The submittal will be used to shortlist proposed teams as the first step in a two stage process.
- "Request for Proposals" means the documents presented to the Design Build Entities and contains detailed information of the project scope, evaluation factors and price.
- "Statement of Qualifications" means the information submitted by the Design Build Entity in response to the RFQ. This information will be used to determine the short list.
- "Application for Prequalification" is a statement from the proposed DBE of their intent to submit qualifications for the proposed project during the Stage 1

process for selection. The application requires declaration of the primary point of contact by the DBE and a conflict of interest disclosure.

- "Evaluation Criteria" means the identified factors, in relation to importance, that will be used to determine a Technical score for each proposer in the Stage 2 process.
- "Performance Based Requirements" means information to convey the Escambia County's requirements and are expressed in terms of the minimum desired outcome or a performance standard.
- "Prescriptive Requirements" means more specific information that is provided to the DBE teams in order to convey specific, detailed requirements and expectations of the county's needs for the project. "Short list" means the identification of up to three most highly qualified teams that will be invited to participate in the Stage 2 process. Selection is based on the criteria identified in the RFQ.
- "Short list" means the identification of up to three most highly qualified teams that will be invited to participate in the Stage 2 process. Selection is based on the criteria identified in the RFQ.

## II. SELECTION PROCESS:

**Stage 1:** **Request for Qualifications (RFQ).** Interested Design-Build Entities will submit a Statement of Qualifications (SOQ) for the DBE's Primary Team. All Design Build Teams that meet the minimum qualification requirements will participate in a formal interview before the county board. These DBE teams will be evaluated to shortlist only the top three (3) Design-Build Entities who will be eligible to participate in the Stage 2 Request for Proposal.

**Stage 2** The **Request for Proposal (RFP)** process is the Technical Proposal Step of the selection process. ***Only to the three Design-Build Entities that were top-ranked in Stage 1*** will be allowed to participate in Stage 2, and will receive the RFP. The RFP will be a detailed description of the County's expectations for the Project, including the Project's design and performance criteria, weighted scoring, administrative details, site plan, known site conditions and other pertinent project information, as well as, the proposed Design-Build agreement.

## III. APPLICATION FOR PRE-QUALIFICATION / PROPOSAL MANAGER

**Proposal Manager / Application for Prequalification:** Each DBE shall designate one (1) individual as its Proposal Manager who will be responsible for all communications with the County during the RFQ and RFP process. Upon

receipt of the Application for Prequalification, the DBE shall complete the Design-Builder's Proposal Manager Information (Exhibit A attached hereto).

**Conflict of Interest Disclosure:** Each member of the DBE primary team shall complete the Conflict of Interest Disclosure (Exhibit B attached hereto) submit with the Application for Prequalification to the contact and submittal information address listed on the form.

The Design-Builder's Proposal Manager shall be the single point of contact for questions, inquiries, clarifications, and correspondence during the entire RFQ and RFP process. Any substitution of DBE Proposal Manager during the RFQ and RFP processes shall be made in writing to Escambia County.

## EXHIBIT A

**Design-Build Services for the New Escambia County Correctional Facility**
PENSACOLA, FLORIDA

**APPLICATION FOR PREQUALIFICATION OF DESIGN-BUILD ENTITIES DBE'S PROPOSAL MANAGER**

**Name of DBE:** _____

**DBE's Proposal Manager:** _____

**Title:** _____

**Firm/Company:** _____

**Address** _____

**Telephone No.:** _____ **Fax No.** _____

**Email Address:** _____

*Note: Any substitution of DBE's Proposal Manager during the RFQ and RFP process shall be made in writing to and approved by the County and shall subject the DB Entity to re-evaluation. Submit a written request for substitution to Escambia County Purchasing as indicated above.*

## EXHIBIT B

**ESCAMBIA COUNTY JAIL**
PENSACOLA, FLORIDA

**CONFLICT OF INTEREST DISCLOSURE**

Each member of the DBE Primary Team, as defined within this document, must complete a separate disclosure.

Has the DBE Primary Team member within the last 3 years had a contractual relationship with Design Criteria Professional firm, any member of the Selection Committee, or any County Commissioner serving a current office term?

☐Yes ☐ No

If "yes," provide the following details for each occurrence.

- Name and location of project
- Services provided under contract
- If contract was as a prime or a consultant
- Start and finish dates of contract

The existence of a prior relationship does NOT automatically disqualify a DBE team or member of the DBE team. The determination of whether a conflict exists or not will be determined by the County and the DBE Proposal Manager will be contacted regarding a determination.

**Primary DBE Team Member Name:**

_____

**Signature:**

_____

Firm/Company: _____

Address _____

Telephone No.: _____ Fax No. _____

Email Address: _____

## IV. MANDATORY RFQ PRE-QUALIFICATION CONFERENCE

**A MANDATORY Pre-Qualification Conference is will be held 10:00am CST, Monday, November 21, 2016, in Room 104, Central Office Complex, 3363 West Park Place, Pensacola, FL 32505. Proposals received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

The conference is intended to review the RFQ process and submittal requirements, and prequalification evaluation criteria. All DBE **Proposal Managers are required to attend** the mandatory Pre-Qualification Conference.

## V. QUESTIONS PROCEDURE

After the Mandatory Pre-Qualification Conference, questions **shall** be directed to Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4918; e-mail: prnobles@myescambia.com, Email: 850-595-4805. Only written inquiries will be permitted. Questions must be submitted within the response time limitations in writing via fax or e-mail to name and address found in the Contact and Submittal Information located at the end of this section. Refer to Section IX for Summary Schedule.

Responses to written questions from Design-Build entities shall be distributed to all Design-Build Entities who **have officially submitted the Application for Prequalification, and who's designated Proposal Manager attended the MANDATORY Briefing Conference, will be provided on December, 5, 2016** in the form of an Addendum to the solicitation.

## VI. COMMUNICATION WITH THE COUNTY

Under no circumstances are any prospective Design-Build team members or anyone receiving the Application for Prequalification, to contact, discuss with, or inquire of any County consultant, employee, elected official or member of the Selection Committee on any matter relating to this solicitation process, except as noted above. This requirement is to ensure that the same information is received by all interested parties and no inconsistent, incomplete or inaccurate information is communicated. Information obtained outside this prequalification process cannot be relied upon.

**Unauthorized contact of any individual as described above may be cause for rejection of a Statement of Qualifications or RFQ Proposal.** All inquiries concerning this RFP should be directed to the listed in **V. Questions Procedure**. **No telephone inquiries will be answered**.

**NOTE**: The following policy will apply to all methods of source selection:

## Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

## Definitions

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:
(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## VII. SELECTION COMMITTEE

The following County employees and individuals comprise the selection committee:

| | |
|---|---|
| Chip Simmons | Escambia County Administration |
| David Wheeler | Escambia County Facilities |
| Joy Blackmon | Escambia County Public Works |
| Selina Barnes | Escambia County Corrections |
| Jason Walker | Escambia County Corrections |
| Chips Kirschenfeld | Escambia County Natural Resources Management |
| Derek Whidden | Escambia County Sheriff's Office |
| Robin Wright | 1st Circuit Court Administrator |
| Tony McCray | Escambia County Citizen |
| Dr. Laura Edler | Escambia County Citizen |

## VIII. CONTACT AND SUBMITTAL INFORMATION:

All Information requests and project submissions must be directed to the following:

Escambia County Purchasing Department
Contact: Paul R. Nobles, CPPO CPPB, Senior Purchasing Coordinator
Email: pnobles@myescambia.com

Address:
213 Palafox Place 2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502-5822

Phone: 850-595-4980
Fax: 850-595-4805

All information provided in the responses shall be held in confidence and shall not be shared or discussed with any proposer until after final award of a contact. All materials submitted in regards to the requested responses shall become the property of Escambia County.

**Note**: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

## IX. SUMMARY SCHEDULE

| Stage: RFQ Process | Due Date | Due Time |
|---|---|---|
| Mailing Date of Request for Proposals | Nov. 7, 2016 | |
| Submit Application for Prequalification naming Proposal Manager and Conflict of Interest Disclosure | Nov. 14, 2016 | 4:00pm CST |
| Mandatory RFQ Briefing Conference | Nov. 21, 2016 | 10:00am CST |
| Written questions received no later than | Nov. 28, 2016 | 5:00pm CST |
| Distribute Clarification Document | Dec. 5, 2016 | 5:00pm CST |
| Submit Stage 1 SOQ | Dec. 19, 2016 | 2:00pm CST |
| Notification for interview of Qualified Design-Build Entities | Jan. 9, 2017 | 5:00pm CST |
| Interview for Qualified Design-Build Entities | Jan.23-25, 2017 | |
| Notification of shortlist for Stage 2 (3 firms maximum) | Feb. 20, 2017 | 4:00pm CST |
| Issue Stage 2 (RFP) documents to shortlisted DBE | Mar. 20, 2017 | 4:00pm CST |
| Evaluate RFP responses | July 10 - Aug. 7, 2017 | |
| Interview DBE (BOCC presentation) | TBD | TBD |
| BOCC selection | TBD | TBD |

## X. PROJECT DESCRIPTION

Construction Phase 1 of the project consists of planning, design, and construction of a new jail of approximately 720 rated beds and complete support functions designed for future phases of construction as inmate beds are added. Phase 2 of construction (not part of the DBE scope) is anticipated to provide another 700-800 beds. The overall area of new construction is anticipated to be approx. **304,000 GSF**.

The Construction Phase 1 support functions include the following components:

1. Site Development
2. Entry Area
3. Facility Administration
4. Staff Services & Training
5. Admissions/Classification/Release (ACR)
6. Custody Administration
7. Central Control

8. Inmate Services & Programs
9. Visitation
10. Housing Units and Unit Management
11. Medical Health Services
12. Mental Health Services
13. Commissary
14. Food Service
15. Laundry
16. Building Support
17. Corridor Connection to existing jail

The project site (formally known as the McDonald property) is located on the Southeast corner of Fairfield Drive and Pace Blvd in Pensacola, Florida. The site is comprised of approximately 14 acres of commercial property and vacant land. The project site is adjacent to the existing county jail and a physical corridor connection is required as part of the DBE scope. The county has purchased the property and will demolish all above ground and below ground structures in the vicinity of the designated project site, prior to the contract NTP for the DBE. It is the intention of the county to designate a portion of the site as future commercial property, but those identified areas will be available for the DBE to utilize as contractor material storage, mobilization, trailer complex, and worker parking during the project construction phases.

The County has performed a Phase 1 & 2 environmental analysis, preliminary geotechnical borings, and a topographic survey of the property. This information will be provided as part of the RFP information given to the shortlisted DBEs who are participating in the stage 2 the selection process. It is anticipated that the project site and surrounding county property on the McDonald site will be rezoned prior to contract NTP for the DBE.

It is anticipated that the jail will be a multistory configuration due to the compact nature of the proposed site. The work anticipated in the existing jail is limited to a physical corridor connection and security electronic controls, communications, and fire alarm work related to the consolidation of the new Master Control and the existing Master Control

## XI. DBE RESPONSIBILITY OVERVIEW

The Design Builder will be responsible for all planning, design and Agency approvals, permits, construction, start-up and testing, commissioning coordination, equipment selection/coordination/installation (contractor furnished, contractor installed), equipment coordination/handling/installation (owner furnished, contractor installed), equipment coordination (owner furnished, owner installed) and activation coordination for the Project. The DBE will be responsible for additional geotechnical investigation, construction surveying, environmental/hazmat, connections to existing utility, storm-water design/permitting, and subsurface conditions investigations needed for overall site engineering and development. The Design Builder will also be responsible for final specification of all fixed equipment and furnishings to the satisfaction of the County, and coordinating final specification of Owner Furnished/Contractor Installed equipment and furnishings. The DBE will coordinate with the County and County's consultants in providing for and coordinating installation of Owner Furnished Owner Installed equipment and furnishings.

## XII. COUNTY CONSULTANTS

The County has retained the services of a Design Criteria Professional (DLR Group) to assist the County in the preparation of the RFQ and RFP process and to continue with the administrative oversight of the Project during construction. The Design-Builder will be expected to work collaboratively with the County's Design Criteria Professional.

Consultant firms and/or individuals who are, or have been involved in the preparation of this RFQ and the RFP for the Project, or, who are members of the Design Criteria Professional team will not be allowed to participate on any Design-Build team in any capacity on this Project.

The County may also retain additional consultants to assist with the Projects as it deems necessary. The services performed by any County contracted consultants will not alleviate the DBE's responsibility to provide code-compliant designs and construction nor will they alleviate the DBE's responsibility to provide complete start-up and commissioning of all facility systems and elements.

## XIII. FEMA AND STATE FUNDING

A portion of the overall funding for the project will be provided by both FEMA and the State of Florida. As a provision of this funding, certain provisions will need to be met in order for the County to document compliance. Among these requirements will be requirements for the DBE to develop an outreach program with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms. In addition, the DBE will be required to comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, Contract Work House and

Safety Standards, Clean Air Act, and Federal Water Pollution Control Act and other contract provisions.

To understand the FEMA requirements fully, the DBE should review the provisions of 44 C.F.R. § 13.36, which is the source of these requirements as they apply to State, Local and Tribal governments. In addition, the DBE may review *FEMA's Field Manual, Public Assistance Grantee and Subgrantee Procurement Requirements*, which is available on the internet by searching for "FEMA Procurement Field Manual."

## XIV. SUSTAINABILITY REQUIREMENTS

Per Florida Statute 255.252, the project will be required to "*be designed and constructed to comply with a sustainable building rating or a national model green building code".* Per this provision, the project will be required to comply with a multi-attribute sustainable rating system. The County will require the DBE to utilize either the USGBC LEED (ver. 4) rating system or the GBI Green Globes rating system for the project. The project must achieve LEED Silver or two Green Globes as a minimum.

The DBE will be required to state in the Stage 1 submittal process which system it intends to utilize for the project and how the team plans to achieve the required minimum rating. This information should be included in the "Project Management Approach" as indicated in Section XIX.

## XV. STAGE 1 - RFQ SUBMITTAL REQUIREMENTS

Stage 1 Statements of Qualification shall be submitted in accordance with the following requirements.

The submittal shall use no less than 11 pt. font (Arial) and shall be 8-1/2" x 11" page size, portrait orientation, double-sided, and shall contain the following:

1. Title Page
2. Cover Letter (one page)
3. Table of Contents
4. Part A: Questionnaire
   a. Completed Sections I through III and requested supporting materials
   b. Certification
   c. Completed Section IV and Financial Package (1 Original in separate sealed envelope)
5. Part B: Experience:
   a. Narrative and Organization Chart (limited to 4 pages)
   b. Personnel Resumes (limited to 2 pages each per resume)
   c. Project Profiles (limited to 2 pages each per project)
   d. Project Profile Team Matrix
   e. Project References
   f. Project Management Approach Plan (limited to 8 pages)

6. Appendix:
   a. Letter from Surety
   b. Letter(s) from Insurance Carriers to include insurability at the levels required by County officials as defined in Appendix "C"

**Submittal Quantity**:

The DBE shall provide as follows:

- Two (2) hard copies (with original signatures as required) of their RFQ response, one marked Non-Disclosure/Financial Documents and one marked Public Record/No Financial Documents Enclosed
- Two (2) electronic file copies of the RFQ response in PDF-format (signatures not required, one searchable file, with each exhibit, questionnaire section, experience section, required templates and appendices bookmarked), one marked Non-Disclosure/Financial Documents and one marked Public Record/No Financial Documents Enclosed on a thumb drive in a single box/package/container.

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility – Stage 1 SOQ, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

## XVI. STAGE 1, SUBMISSION CRITERIA INSTRUCTIONS

GENERAL

The General Contractor (if separate Entity from Design-Builder), the Architect of Record, and Design Architect (if separate or not) will not be allowed to participate in any capacity as a member of more than one Design-Build team. There are no such participatory restrictions on engineer or specialists team members.

Design-Build team members listed in the RFQ must be listed by the DBE in the RFP. Design-Build Entities must submit requests to substitute team members for good cause to the County in writing for approval. Design-Build team member

substitution requests will cause the County to re-evaluate a DBE's RFQ and may cause the County to rescind a DBE's invitation to participate in the RFP process and offer an invitation to participate in the RFP process to another DBE.

The County reserves the right to invite no more than the three (3) highest scoring Design-Build Entities, based on the scoring of the RFQ response and oral interviews as outlined in the document.

## XVII. QUESTIONNAIRE FOR DBE

**INSTRUCTIONS:**

**Design-Build Primary Team:** Each responding DBE must submit qualifications for the DBE, a General Contractor properly licensed in Florida, as well as, the Architect, properly registered / licensed in Florida. The DBE's Architect shall be required to complete the design and serve as the Architect of Record for the Project. If the DBE intends to have a separate Associate Architect in addition to the Architect of Record, the DBE must also submit qualifications for the Associate Architect.

DBE's must complete and submit qualifications regarding their Primary Team as described in attached PART A Questionnaire consisting of 4 Sections:

- **Section 1: Information on DBE Primary Team Members**
  - Not scored
- **Section 2: Essential requirements for DBE**
  - Pass/Fail
- **Section 3: Questions for DBE Primary Team Members**
  - Scored
- **Section 4: Financial Questions for the Design Builder**
  - Scored

If the information requested for the DBE, General Contractor, Architect of Record, and Associate Architect (if not AOR) is not provided in accordance with the requirements of Part A Sections I and II, then the DBE will be deemed non-responsive and shall not be considered for pre-qualification.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records, (1) AGENCY ADMINISTRATION.—, (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

## SECTION 1. INFORMATION ABOUT DBE MEMBERS

Contact Information

Design-Builder Name: _____
Address:

General Contractor Member Name: _____
Address:

Principal Architect/Engineer Member Name: _____
Address:

Design-Builder Contact Person: _____

Address: _____

_____

Phone: _____ Fax: _____

Email: _____

| DBE Member(s)<br>(List all legal entities being pre-qualified) | | |
|---|---|---|
| Discipline (i.e. general contractor, architect, engineer, electrical contractor, etc.) | Firm Name | Legal Entity (i.e. corporation, partnership, sole proprietor) |
| | | |
| | | |
| | | |

For all partnerships or other associations listed above that are not legal entities including the Design Builder, please provide a copy of the agreement creating the partnership or association and specifying that all partners of association members agree to be fully liable for the performance under the design-build contract.

## SECTION 1: INFORMATION ABOUT THE DESIGN-BUILDER

1. Name of Design-Builder: _____
2. Date of company formation or incorporation: _____
3. State of formation or incorporation: _____
4. How many persons does the Design-Builder currently employ? _____
5. Florida Department of State Division of Corporations, Document No._____

5 (a) If the Design-Builder is a corporation, provide the following:
Provide information for each officer of the corporation and owners of 10% or more of the corporate stock.

| Position | Name | Years with Co. | % Ownership |
|---|---|---|---|
| CEO | | | |
| President | | | |
| Secretary | | | |
| Treasurer | | | |
| | | | |

5 (b) If the Design-Builder is a sole proprietorship, please complete the following:

| Owner | Years as Owner |
|---|---|
| | |

5 (c) If the Design-Builder is a joint venture or partnership, provide the following for each member of the joint venture or each partner.

(Attach additional pages if necessary)

| Name of Individual Or Entity | Principal Contact | Position | Years with Joint Venture/ Partnership | % Ownership Interest |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

6. Has there been any change in ownership of the Design-Builder during the last three years?

   (NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

   ☐ Yes ☐ No

   If "yes," explain on a separate page.

7. Is the Design-Builder a subsidiary, parent, holding company or affiliate of another construction firm?

   (NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

   ☐ Yes ☐ No

   If "yes," explain on a separate page.

8. State the Design-Builder's gross revenues for each of the last three years:

   YEAR: _____ YEAR: _____ YEAR: _____

   $ _____ $ _____ $ _____

9. List all Florida contractor license numbers, classifications and expiration dates currently held by the Design-Builder:

| License Number | Trade Classification | Date Issued | Expiration Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

10. Has the Design-Builder changed names or license numbers in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate page.

11. Has any owner or corporate officer of the Design-Builder operated as a contractor under any other name or license number (not listed in 9 above) in the last five years?

☐ Yes ☐ No

If "yes," explain on a separate page.

12. Surety Information for Design-Builder:

Bonding Co./Surety: _____

Surety Agent: _____

Agent Address: _____

Telephone No.: _____

E-mail Address: _____

List all other sureties (name and full address) that have written bonds for the Design-Builder during the last five years, including periods during which each wrote the bond:

| Surety | Address | Periods of Coverage |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

## SECTION 2 - ESSENTIAL MINIMUM REQUIREMENTS FOR THE DBE

**Any firm unable to respond in the affirmative to section will not be considered a responsible firm and thus not considered for this solicitation.**

The term "Associates" shall mean all of the following:

- The current qualifiers for all current Contractors State License Board contracting licenses held by the contractor.
- All current officers of a contractor which is a corporation.
- All current partners of a contractor which is a partnership.
- All current joint venturers of the joint venture contractor which is seeking prequalification.

1. Does the Design-Builder possess a current Florida contractor's license for the project for which it intends to submit a proposal?

   ☐ Yes ☐ No

2. Will the Design-Builder procure a liability insurance policy with a policy limit of at least $1,000,000 per occurrence, $3,000,000 aggregate and $5,000,000 in excess liability from a Florida admitted company?

   ☐ Yes ☐ No

   If yes, provide the following information. (Attach a separate page if more than one policy.)
   - Insurance Company Policy Number
   - Policy limit per occurrence
   - Aggregate policy limit

3. Does the Design-Builder have current Florida workers' compensation insurance policies?

   ☐ Yes ☐ No

   Provide the following information. (Attach a separate page if more than one policy)
   Insured
   Carrier
   Policy Number

4. Has the latest copy of an audited financial statement, with accompanying notes, been attached for the Design-Builder or each member of the Design-Builder? (An audited financial statement with accompanying notes of a parent company guarantor may be substituted. A financial statement that is not audited is not acceptable. A letter verifying availability of a line of credit is not a substitute for the required financial statement.)

   ☐ Yes ☐ No

   Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records, (1) AGENCY ADMINISTRATION.—, (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

5. Has a notarized statement from an admitted surety insurer (approved by the Florida Department of Insurance) and authorized to issue bonds in the State of Florida been attached, which states that the Design Builder's current bonding capacity is sufficient to provide payment and performance bonds in the amount of 100% of the contract total? (Statement must be from the surety company, not an agent or broker.)

   ☐ Yes ☐ No

6. Has any contractor license held by the Design-Builder or its associates, the General Contractor Member(s) of the Design-Builder or their associates, or any of the proposed Subcontractors or their associates, been revoked or suspended within the last five (5) years?

   ☐ Yes ☐ No

7. Within the last five years was the Design-Builder, the General Contractor Member(s) of the Design-Builder been declared ineligible to bid on a public works contract, to be awarded a public works contract, or to perform as a subcontractor on a public works contract?

   ☐ Yes ☐ No

8. Has any member of the DBE (contractors, architects, engineers, or others) or any member's associates, ever been convicted of a crime involving the awarding of a contract for a government project, or the bidding or performance of a government contract within the last five (5) years?

   ☐ Yes ☐ No

9. Do all Lead Architects and Engineers on the project possess current Florida professional registrations / licenses for the architectural and engineering services which they intend to provide?

   ☐ Yes ☐ No

10. Will the Design-Builder and all Principal Architect/Engineers procure a professional liability insurance policy with a policy limit of at least $5,000,000 from a Florida admitted company that provides coverage for work on a design-build contract?

    ☐ Yes ☐ No

    If yes, provide the name of the insurance company, policy number, and policy limits. Attach a separate page if more than one policy. Insurance Company
    Policy Number
    Policy limit per occurrence
    Aggregate policy limit

    ---

    Attach letter from insurance carrier confirming limits

11. Has any professional registration held by any Principal Architect or Engineer who will provide services been revoked at any time in the last five years?

    ☐ Yes ☐ No

12. Has a surety firm completed a contract or paid for completion of a contract on behalf of any member of the DBE because they were terminated by the project owner within the last five (5) years?

    ☐ Yes ☐ No

13. Is the Design-Builder, Architect & Engineer or Specialists or its associates currently the debtor in a bankruptcy or receivership case?

    ☐ Yes ☐ No

14. In the last five years, has the Design-Builder, its associates or managing employees, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

15. Has the Design-Builder, Architect & Engineer or Specialists its associates or managing employees ever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public entity?

16. Has the Design-Builder, Architect & Engineer or Specialists, its associates, or managing employees ever been convicted of a crime fraud, theft, or dishonesty, involving any federal, state, or local law related to construction?

## SECTION 3 -SCORED QUESTIONS FOR THE DESIGN-BUILDER

The term "Associates" shall mean all of the following:

- The current qualifiers for all current Florida State License Board contracting licenses held by the Design-Builder.
- All current officers of a Design-Builder which is a corporation.
- All current partners of a Design-Builder which is a partnership.
- All current joint ventures of the joint venture Design-Builder which is seeking prequalification.

3.1 How many years has the Design-Builder been licensed in Florida?

Years: _____

**5 years or less – 0 points**
**6 years = 1 point**
**7 years = 5 points**
**8 years + = 10 points**

3.2 Has the Design-Builder or its associates within the last 10 years been in bankruptcy or receivership at any time.

☐ Yes ☐ No

**Yes = 0 points**
**No = 20 points**

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

| _____ | _____ | _____ |
|---|---|---|
| Case Number | Bankruptcy Court | Date Filed |

3.3 In the last ten years, has the Design-Builder, its associates, or managing employees ever been assessed liquidated damages of more than a total $500,000 on a construction contract with either a public or private owner?

☐ Yes ☐ No

**No Project = 20 points**
**1-2 Projects = 9 points**
**More than 2 Projects = 0 points**

If yes, explain on a separate page, identifying all such projects by owner, owner's address, name of entity against whom assessment was made, the date of completion of the project, total amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

3.4 In the last five years, has the Design-Builder, its associates or managing employees ever been declared by an owner, or found by an arbitrator or court to be in default on a construction contract?

☐ Yes ☐ No

**Yes = 0 points**
**No = 10 points**

If "yes", explain on a separate page.

3.5 In the last five years, has the Design-Builder, its associates or managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible bidder?

☐ Yes ☐ No

**Yes = 0 points**
**No = 10 points**

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

(NOTE: The following two questions refer only to disputes between Design-Builders and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner.)

3.6 In the last five years, has any claim in excess of $500,000 been filed in court, arbitration, or other dispute resolution proceeding against the Design-Builder, its associates or managing employees concerning their work on a construction project?

☐ Yes ☐ No

**No instance = 10 points**
**1- 2 instances = 5 points**
**More than 2 instances = 0 points**

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

3.7 In the past five years, has the Design-Builder, its associates or managing employees made any claim in excess of $500,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

**No instance = 10 points**
**1 - 2 instances = 5 points**
**More than 2 instances = 0 points**

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

3.8 Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Design-Builder or its associates due to non-payment or contractor losses?

☐ Yes ☐ No

**Yes = 0 points**
**No = 10 points**

If "yes," on a separate page give name of the insured, name the insurance carrier, the form of insurance, and the year of the refusal.

3.9 In the last five years, has OSHA cited and assessed penalties against the Design-Builder, its associates or managing employee for any "serious," "willful" or "repeat" violations of its safety or health regulations?

(NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☐ No

**No instance = 10 points**

**1- 2 instances = 5 points**
**More than 2 instances = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHA decision.

3.10 Has the Environmental Protection Agency or any Florida Water Management District cited and assessed penalties against either the Design-Builder, its associates, managing employees or the owner of a project during the time in which the preceding parties were performing on a contract?

(NOTE: If an appeal of the citation has been filed and there is no ruling yet, or if there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☐ No

**No instance = 10 points**
**1- 2 instances = 3 points**
**More than 2 instances = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

3.11 Has there been within the last 10 years a period when the Design-Builder or its associates had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

**0 instances – 10 points**
**Greater than 0 instances – 0 points**

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the Design-Builder

3.12 Has there been any occasion within the last 10 years in which the Design-Builder or its associates were required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

☐ Yes ☐ No

**Yes – 0 Points**
**No – 10 Points**

If "yes," attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

## SECTION 4 - FINANCIAL QUESTIONS FOR THE DESIGN BUILDER

Please fill in the following blanks based on the Design Builder's latest audited financial statement. If Design Builder is Joint Venture, Partnership, etc., combine assets and liabilities.

Current Assets : $_____
Current Liabilities : $_____
Total Net Worth: $_____
Current Ratio (Assets/Liabilities) : _____
Working Capital (Current Assets – Current Liabilities): $_____

(Most recent audited financial statements of the DBE are required, If Joint Venture, Partnership, etc., financial information shall be combined).

NET WORTH – Last audited financial
Less than $50 mil = 0 points
$50 mil to $99 mil = 10 points
$100 mil to $124 mil = 20 points
Greater than $125 mil = 30 points

CURRENT RATIO – Last audited financial
Less than 1.0 = 0 points
1 to 1.15 = 10 points
Over 1.15 = 20 points

WORKING CAPITAL – Last audited financial
Less than $25 mil = 0 points
$25 mil to $74 mil = 10 points
$75 mil to $125 mil = 20 points
Greater than $125 mil = 30 points

The information requested in this section is not subject to Public release and should be submitted in a separate sealed envelope.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records, (1) AGENCY ADMINISTRATION.—, (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

## XIX. QUESTIONNAIRE FOR THE ARCHITECT

## SECTION 5: INFORMATION ABOUT THE ARCHITECT (s)

The Architect of Record is the Architect who will have primary responsibility for design work under the contract. The Associate Architect is any other architectural entity associated with the project who will provide services but is not the AOR. Attach copies if more than one Architect is a member of the team.

1. Provide the following information:

   Name: _____

   Florida Registration / License Number/Expiration date: _____

   Years in Practice: _____

2. If the firm of the Architect of Record is different from that of the Design-Builder, please answer the following:

2(a) Date of company formation or incorporation: _____

2(b) State of formation or incorporation: _____

2(c) How many persons does the Architect's firm currently employ?: _____

2(d) If the Architect's firm is a corporation, provide the following information for each officer of the corporation and individuals who own 10% or more of the corporate stock.

| Position | Name | Years with Co. | % Ownership |
|---|---|---|---|
| CEO | | | |
| President | | | |
| Secretary | | | |
| Treasurer | | | |
| | | | |
| | | | |

2(e) If the Architect is a sole proprietorship, complete the following:

| Owner | Years as Owner |
|---|---|
| | |

2(f) If the Architect's firm is a joint venture or partnership, provide the following information for each member of the joint venture or each partner.

| Name of Individual or Entity | Principal Contact | Position | Years with Joint Venture/ Partnership | % Ownership Interest |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2(g) Has there been any change in ownership of the Architect's firm during the last three years?

(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

☐ Yes ☐ No

If "yes," explain on a separate page.

2(h) Is the Architect's firm a subsidiary, parent, holding company or affiliate of another firm?

(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

☐ Yes ☐ No

If "yes," explain on a separate page.

2(i) Has any corporate officer or owner of the Architect's firm worked for any other engineering firms in the past five years?

(NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.)

☐ Yes ☐ No

If "yes," explain on a separate page

2(j) Has the Architect's firm changed names in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate page including reason for change.

## SECTION 6 - SCORED QUESTIONS FOR THE ARCHITECT

The Architect of Record is the Architect who will have primary responsibility for design work under the contract. Attach copies if more than one Architect of Record.

The Associate Architect is the Architect who will have design responsibility in addition to the Architect of Record.

"Firm" shall mean the firm that employs the Architect of Record OR Design Architect

Name of Principal Architect: _____

Name of Firm: _____

6.1 How many years has the Architect been licensed and practicing in Florida?

Years: _____

**5 years or less = 0 points**
**6 years = 3 points**
**7 years = 5 points**
**8 years + = 10 points**

6.2 Was the firm in bankruptcy or receivership at any time?

☐ Yes ☐ No

**Yes = 0 points**
**No = 10 points**

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

| _____ | _____ | _____ |
|---|---|---|
| Case Number | Bankruptcy Court | Date Filed |

6.3 In the past five years has any claim in excess of $500,000 been filed in court, arbitration, or other dispute resolution proceeding against the Architect of Record or the firm concerning its engineering work on a project?

☐ Yes ☐ No

**0 to 2 instances = 5 points**
**3 instances = 3 points**

**More than 3 instances = 0 points**

If "yes," identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

6.4 Has the Architect of Record the firm or its managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive proposer.

☐ Yes ☐ No

**0 instances = 5 points**
**1-2 instances = 3 points**
**More than 3 instances = 0 points**

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

6.5 In the past five years has the Architect of Record or the firm made any claim in excess of $500,000 against a project owner concerning architectural work on a project and filed that claim in court or arbitration?

☐ Yes ☐ No

**0 instances = 5 points**
**1 – 3 instances = 3 points**
**More than 3 instances = 0 points**

If "yes," on separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6.6 Has the Florida Department of Professional Regulation taken any disciplinary action against the Architect of Record?

☐ Yes ☐ No

**Yes = 0 points**
**No = 10 points**

If yes, please explain on a separate page.

## XXI. QUESTIONNAIRE FOR ENGINEER OR SPECIALISTS
## SECTION 7 - INFORMATION ABOUT THE ENGINEER(S) or SPECIALISTS

1. Provide the following information:

   Name: _____

   Florida License Number/Expiration Date: _____

   Engineering Discipline: _____

   Years in Practice: _____

2. If the firm of the Engineer is different from that of the Design-Builder, please answer the following:

2(a) Date of company formation or incorporation: _____

2(b) State of formation or incorporation: _____

2(c) How many persons does the Engineer's firm currently employ?:_____

2(d) If the Engineer's firm is a corporation, provide the following information for each officer of the corporation and individuals who own 10% or more of the corporate stock.

| Position | Name | Years with Co. | % Ownership |
|---|---|---|---|
| CEO | | | |
| President | | | |
| Secretary | | | |
| Treasurer | | | |
| | | | |

2(e) If the Engineer's firm is a sole proprietorship, complete the following:

| Owner | Years as Owner |
|---|---|
| | |

2(f) If the Engineer's firm is a joint venture or partnership, provide the following information for each member of the joint venture or each partner.

| Name of Individual or Entity | Principal Contact | Position | Years with Joint Venture/ Partnership | % Ownership Interest |
|---|---|---|---|---|
| | | | | |
| | | | | |

2(g) Has there been any change in ownership of the Engineer's firm during the last three years?

(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

☐ Yes ☐ No

If "yes," explain on a separate page.

2(h) Is the Engineer's firm a subsidiary, parent, holding company or affiliate of another firm?

(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

☐ Yes ☐ No

If "yes," explain on a separate page.

2(i) Has any corporate officer or owner of the Engineer's firm worked for any other engineering firms in the past five years?

(NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.)

☐ Yes ☐ No

If "yes," explain on a separate page.

2(j) Has the Structural Engineer's firm changed names in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate page including reason for change.

## SECTION 8 - SCORED QUESTIONS FOR THE ENGINEER

"Firm" shall mean the firm that employs the Engineer.

The nature of the project will dictate the discipline(s) of the Engineer(s).

Name of Engineer:_____

Name of Firm: _____

8.1 How many years has the Engineer been licensed and practicing in Florida?

Years: _____

**5 years or less = 0 points**
**6 years = 3 points**
**7 years = 5 points**
**8 years + = 10 points**

8.2 Was firm in bankruptcy or receivership at any time?

☐ Yes ☐ No

**Yes = 0 points**
**No = 10 points**

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

| _____ | _____ | _____ |
|---|---|---|
| Case Number | Bankruptcy Court | Date Filed |

8.3 In the past five years has any claim in excess of $500,000 been filed in court, arbitration, or other dispute resolution proceeding against the Engineer or the firm concerning its engineering work on a project?

☐ Yes ☐ No

**0 to 2 instances = 5 points**
**3 instances = 3 points**
**More than 3 instances = 0 points**

If "yes," identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court and

case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

8.4 Has the Engineer or the firm or its managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive bidder?

☐ Yes ☐ No

**0 instances = 5 points**
**1 – 2 instances = 3 points**
**More than 3 instances = 0 points**

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

8.5 In the past five years has the Engineer or the firm made any claim in excess of $500,000 against a project owner concerning engineering work on a project and filed that claim in court or arbitration?

☐ Yes ☐ No

**0 instances = 5 points**
**1 – 3 instances = 3 points**
**More than 3 instances = 0 points**

If "yes," on separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

8.6 Has the Florida Department of Professional Regulation taken any disciplinary action against the Engineer?

☐ Yes ☐ No

**Yes = 0 points**
**No = 10 points**

If yes, please explain on a separate page.

## XXII. EXPERIENCE OF THE DBE TEAM

EXPERIENCE INSTRUCTIONS

The DBE shall submit evidence that establishes the DBE and the Design-Build primary team members have completed, or demonstrate the capability to complete projects of similar size, scope, schedule and complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.

The DBE and its primary team members' experience will be evaluated for the relative merit of written data and responses to the following sections:

1. Narrative and Organization Chart:

   The information requested in this section is intended to provide the Selection Committee an understanding of the DBE's staffing rationale and how they propose to organize their staff to successfully execute the project.

   The DBE shall describe why this particular team has been assembled for this particular Project. List proposed key DBE personnel that would be assigned to, or be responsible for, work on this Project and indicate their role/responsibilities. Include an organization chart for design and construction operations primary team members as identified in Item 2 Personnel Resumes below. The Narrative, List of Key Personnel and Organization Chart shall be limited to four (4) pages.

2. Personnel Resumes:

   The information requested in this section is intended to allow the Selection Committee to evaluate the experience and skills of the Key Personnel on the DBE's team and assess their ability to successfully execute the design and construction of the Project. Certain key personnel resumes will have a higher scoring weight than others as noted in the required resume listing below.

   Submit resumes of key personnel who will be assigned to this Project and who will contribute a significant effort to its design and construction. Clearly identify experience demonstrated by projects of similar size, scope, schedule and complexity to the Project including experience in correctional projects, medical/mental health treatment facilities, other complex building types and experience on design-build projects. Indicate participation on projects with strong team organizations using clear lines of authority and hierarchy. Show significant attributes which will be useful on this Project and national, regional or local awards received. Personnel resumes shall be limited to one (1) page in length for each resume and must respond to each line item contained on the resume template.

Stage 1 resumes will be required for the following team members at a minimum:

DBE:

- Project Executive
- Design Principal
- Construction Principal

Construction Team:

- Project Manager
- Design Manager
- General Superintendent
- Superintendent
- Quality Control Manager
- Safety Manager
- Project Control Manager

Design Team:

- Project Manager
- Design Architect
- Project Architect
- Sustainability Manager
- Building Code Consultant

Engineering Team:

- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Environmental Engineer / Scientist
- Low Voltage Designer
- Plumbing Engineer
- Fire Protection Engineer
- Electronic Security Systems Designer
- Food Service Equipment Designer

*Please Note: Additional Team member resumes may be submitted for clarity of team composition, only the resumes for the positions noted above will be scored. (Architect of Record and Design Architect, if different, will be averaged as one (1) resume for evaluation purposes).*

3. Project Profiles:

The information requested in this section is intended to permit the Selection Committee to review actual results of the teams and / or team member's ability to

successfully design and manage projects similar in nature and complexity to the Escambia County Jail.

The Contractor, Architect of Record and Associate Architect if not the AOR shall provide design and construction project profiles for a maximum of five (5) projects completed within the Project Profiles shall be limited to two (2) pages in length for each project and must respond to each line item contained on the project profile template attached.

Projects are to demonstrate the team's design and construction experience on similar projects in terms of significant new construction, critical schedules, complexity, scope, function, size, fixed price, cost control, dollar value, and Design-Build experience. (Design-Assist projects may be detailed in lieu of Design-Build projects. however, the County reserves the right to decide upon the merits of the relevance of any profiled project to the Escambia County Jail Project).

Design Experience:

- The Architect of Record (AOR) shall submit a maximum of five (5) project profiles representative of the Architect's ability to provide design excellence for projects relevant to Escambia County Jail.
  - At least one (1) of the five (5) projects must be in Florida.
  - All projects must have been completed in the last fifteen (15) years.
  - At least one project must have a construction cost each in excess of $100 million dollars.
  - At least two (2) projects must have utilized the Design-Build delivery method.
  - All projects shall be justice related projects; courts, juvenile justice, jails or prisons and at least two (2) shall be jails or prisons having 500 beds or more.
- If the Associate Architect is Not the AOR a maximum of 5 additional project profiles complying with the submittal requirements for the AOR may be submitted. The additional profiles shall be scored and the average of the AOR and Associate Architect scores utilized.

Construction Experience:

- The General Contractor shall submit maximum of five (5) construction project profiles representative of the General Contractor's ability to provide construction excellence for projects relevant to Escambia County Jail.
  - At least one (1) of the five (5) projects must be in Florida.
  - All projects must have been completed in the last ten (10) years.
  - At least two (2) projects must have a construction cost each in excess of $100 million dollars.

- At least two (2) projects must have utilized the Design-Build delivery method,
- All projects shall be complex building projects, health care, research facilities, courts, juvenile justice, jails or prisons and at least two (2) shall be jails or prisons having 500 beds or more.

For each project, complete the Project Profiles Template attached. Each profile is limited to two (2) pages each and must respond to all line items of the template for each project presented. Additional information, photos and other graphic materials may be included. Include a narrative addressing the design/construction philosophy and salient features for each project, as well as a brief statement indicating the relevance of the referenced project to this Project. Indicate the degree of involvement by key construction personnel proposed in the SOQ for each project.

4. Working Relationship Matrix:

The information requested in this section is intended to provide the Selection Committee understanding of the proposed members' ability to function as a team at the outset of the project due to existing working relationships established on previous projects similar to the Escambia County Jail.

The Design Builder shall select a maximum of five (5) projects from the total project profiles provided and enter them on the Working Relationship Matrix provided in Step 1 Part B. For each position listed on the matrix indicate whether that individual worked on a project by placing a single "mark" in the appropriate box. Where there is no experience by an individual on any project the box shall be left blank.

5. Project References:

The information requested in this section is intended to permit the Evaluation Committee to validate actual performance of the team or individual team members on a given project.

a. Provide Project References for each project submitted for Projects Profiles in Section 3 above. The reference should be from the project's owner or the project owner's project representative. Each reference must include two points of contact and at least the following information: Project name and the reference's firm name, contact name, contact's title, phone number, e-mail address and relationship (primary and secondary) to the project.

b. The County intends to contact those individuals and firms that are listed as references by the DBE and points will be assigned based upon the reference's verification that the DBE's characterization of its involvement in the project is accurate, and their overall assessment of the quality of those services provided, specifically including project management, cost and schedule control, quality, and commissioning and function of installed equipment.

c. It is the DBE's responsibility to verify that all references listed can be reached by telephone.

6. Project Management Approach

The information requested in this section is intended to provide the Selection Committee an understanding of how the DBE intends to manage the design and construction of the project and why their specific approach is best suited to achieve project success.

- Provide the DBE's approach to managing this Project and include the Entity's philosophy and methodology regarding the design of support and ancillary facilities for a correctional setting. This section is limited to eight (8) pages. The DBE shall demonstrate its understanding of how Design-Build projects achieve best value for owners by both identifying and describing how critical features of Design-Build projects have been included in previous projects. The DBE shall also discuss their process and procedures for including County stakeholders throughout design and construction to ensure the critical features of the Escambia County Jail are incorporated in the Project. The DBE shall also discuss how they plan to deliver a successful project to the County.
- Include the approach to sustainability and the multi-attribute system that the DBE will utilize.
- Include the approach to DBE (Disadvantaged Business Enterprise) outreach
- Include the approach to Low Impact Design (Escambia County Low Impact Design Manual available at http://myescambia.com/our-services/natural-resources-management/water-quality-land-management/low-impact-design.

## XXIII. REQUIRED FORM TEMPLATES

### A. CERTIFICATION

NOTE: All members of the DBE must sign. Copy this certification page for each legal entity.

I, the undersigned _____, certify and declare that I have read all the foregoing answers to this Pre-Qualification Questionnaire; that all responses are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of Florida, that the foregoing is true and correct.

_____
(Signature)

_____
(Printed name)

_____
(Place of Execution)

_____
(Date)

_____
(DBE Member)

## B. PERSONNEL RESUME

Maximum 1 page per resume
DISCIPLINE (DBE, Contractor, Architect) _____
Name: _____
Project Assignments/Responsibilities: _____
Firm: _____
Years with this firm: _____ Years with other firms: _____
Education: _____
Active Registration and/or Credentials as applicable: _____
Positions/responsibilities on previous relevant projects (list project size, scope, and schedule):

_____

_____

Experience with Florida correctional institutions

_____

Experience with Health Care / Mental Health Care: _____

_____

Design-Build or Contractor/Architect teaming experience:

_____

_____

Experience with public entities:

_____

_____

Experience with energy efficiency/sustainable building design measures: _____

_____

Other experience, training, education, and qualifications relevant to the proposed project: _____
What makes this individual uniquely suited for this assignment?

_____

Awards/Publications _____

Relevance Scoring:
For General Contractor Project Manager, Design Manager, General Superintendent and Superintendent, Architect of Record, Architect of record PM and Design Architect: Maximum points per resume = 40

## C. PROJECT PROFILE

Maximum 2 pages per project

DISCIPLINE (DBE, Contractor, Architect) _____
Project Manager (for DB / Contractor/ or Architect): _____
Principal in Charge: _____
Project Name & Description: _____
Location: _____
Owner: _____ Representative: _____Telephone: _____
General Contractor or Architect of Record: _____
Design Architect: _____
Construction Manager: _____ Other Relevant Consultants: _____
Project Type: _____ Gross Square Footage: _____ No. of Beds: _____
Security Level: _____ Scheduled Completion Date: _____
Actual Completion Date: _____
Explain Difference, if any: _____
_____
Original Construction Contract Amount: _____ Final Construction Contract Amount: ___
Explain Difference, if any: _____
_____
Describe Design Delivery Method: _____
Sustainable Building Measures Incorporated: _____
_____
_____
Describe Relevance to Escambia County Jail (Correctional, Medical/Mental Health, Central Plant, other?) _____
_____
_____
Awards/Publications: _____

Relevance Scoring:

Maximum points per profile = 10
5 major elements and their information requirements from project profile will be scored individually and totaled for each profile (In bold above).
Response missing or not relevant: Score =0
Response basically satisfies the information requirements for the project: Score =1
Response exceeds the information requirements for the project: Score = 2

## D. PROJECT REFERENCE TEMPLATE
**To be completed for each project listed in Project Profiles**

| | | |
|---|---|---|
| DISCIPLINE: | | |
| 1 | PROJECT NAME: | |
| | Reference Firm Name: | |
| | Contact Name: | Title: |
| | Phone Number: | E-mail: |
| | Relationship to Project: | |
| | | |
| 2 | PROJECT NAME: | |
| | Reference Firm Name: | |
| | Contact Name: | Title: |
| | Phone Number: | E-mail: |
| | Relationship to Project: | |
| | | |
| 3 | PROJECT NAME: | |
| | Reference Firm Name: | |
| | Contact Name: | Title: |
| | Phone Number: | E-mail: |
| | Relationship to Project: | |
| | | |
| 4 | PROJECT NAME: | |
| | Reference Firm Name: | |
| | Contact Name: | Title: |
| | Phone Number: | E-mail: |
| | Relationship to Project: | |
| | | |
| 5 | PROJECT NAME: | |
| | Reference Firm Name: | |
| | Contact Name: | Title: |
| | Phone Number: | E-mail: |
| | Relationship to Project: | |
| | | |

**Relevance Scoring:**
**Maximum points per reference = 10**
**Maximum points per discipline = 50**

- **Reference is missing or negative: Score =0**
- **Reference is satisfactory: Score =5**
- **Reference is excellent: Score = 10**

## E. WORKING RELATIONSHIP MATRIX

| | Name Project | Name Project | Name Project | Name Project | Name Project |
|---|---|---|---|---|---|
| Contractor (firm) | | | | | |
| Architect of Record (firm) | | | | | |
| Associate Architect (firm) *(If not AOR)* | | | | | |
| Project Executive | | | | | |
| Design Principal | | | | | |
| Construction Principal | | | | | |
| Design Project Manager | | | | | |
| Architect of Record | | | | | |
| Design Architect *(If not AOR)* | | | | | |
| Project Architect | | | | | |
| | | | | | |
| Sustainability Manager | | | | | |
| Construction Project Manager | | | | | |
| Design Manager | | | | | |
| General Superintendent | | | | | |
| Superintendent | | | | | |
| Quality Control Manager | | | | | |
| Project Controls Manager | | | | | |
| Safety Manager | | | | | |
| | | | | | |

Check boxes to indicate on which projects team members have worked. If a member has not worked on a project leave the box blank.

**Relevance Scoring:**
**Maximum Possible Score is 100 Points**

- **For each matrix box that is not checked score = 0**
- **For each matrix box that is checked score =1**

## XXIV. QUALIFICATIONS INTERVIEW

The oral interview will provide the opportunity to clarify and elaborate on the written material previously submitted in the Stage 1 RFQ packages, and give the Selection Committee the opportunity to meet the DBE team. Key personnel from the DBE, the General Contractor, and the Architect must attend the interview, but attendees are not be limited to just those individuals. Additional personnel from the Design-Build team may attend the interview as determined by the DBE.

The County will provide additional interview details including the interview scoring criteria in the invitation to interview.

## XXV. RFQ BASIS FOR SCORING

### STAGE 1 - SCORING CRITERIA

| | | |
|---|---|---|
| **Part A Questionnaires** | | |
| **Section 1: Information of DBE Primary Team Members** | | No Score |
| **Section 2: Essential Requirements for the DBE** | | Pass/Fail |
| **Section 3: Scored Questions for the Design Builder** | 140 | |
| **Section 4: Scored Financial Questions for the DBE** | 80 | |
| **Section 5: Information about the Architect** | | No Score |
| **Section 6: Scored Questions for the Architect** | 45 | |
| **Section 7: Information about the Engineer or Specialists** | | No Score |
| **Section 8: Scored Questions for the Engineer or Specialists** | 45 | |
| *Note: AOR and Associate Architect will be averaged | | |
| **Part A Questionnaire Maximum Point Total** | **310** | |
| | | |
| **Part B Experience of DBE Team** | | |
| **1. Narrative and Organization Chart** | 50 | |
| **2. Required Personnel Resumes** | | |
| Project Executive | 40 | |
| Design Principal | 40 | |
| Construction Principal | 40 | |
| Construction team: | | |
| Project Manager | 20 | |
| Design Manager | 20 | |
| General Superintendent | 20 | |
| Superintendent | 20 | |
| Quality Control Manager | 10 | |
| Project Controls Manager | 10 | |
| Safety Manager | 10 | |
| Project Control Manager | 10 | |
| | | |
| Design Team: | | |
| Design Project Manager | 20 | |
| Design Architect (if not AOR) | 20 | |
| Project Architect | 10 | |
| Sustainability Manager | 10 | |
| Building Code Consultant | 10 | |

| | |
|---|---|
| Engineer or Specialists Team: | |
| Civil Engineer | 10 |
| Structural Engineer | 10 |
| Mechanical Engineer | 10 |
| Electrical Engineer | 10 |
| Environmental Engineer/Scientist | 10 |
| Low Voltage Designer | 10 |
| Plumbing Engineer | 10 |
| Fire Protection Engineer | 10 |
| Electronic Security Systems Designer | 10 |
| Food Service Equipment Designer | 10 |
| **3. Project Profiles** | |
| 10 Projects @ 10 points maximum each | 100 |
| **4. Project Profile References** | |
| 10 Projects @ 10 points maximum each | 100 |
| **5. Working Relationship Matrix** | 100 |
| **6. Project Management Approach** | |
| • Managing the project | 120 |
| • Sustainability | 20 |
| • DBE Outreach | 30 |
| • Low Impact Design | 30 |
| **Part B Experience Maximum Total Points** | **960** |

| | |
|---|---|
| **PARTS A & B MAXIMUM POINT TOTAL** | 1270 |
| **ORAL PRESENTATIONS** | 200 |
| **TOTAL MAXIMUM POINTS** | 1470 |

The Selection Committee shall rank the Design Build Entities qualifications based on the total of points scored for Parts A & B and Oral presentations.

The Three (3) highest ranking Design Build Entities will be invited to participate in the Request for Proposal, Stage 2 process.

**APPENDIX "A"** **TO BE DETERMINED IF APPLICABLE**
**COUNTY OF ESCAMBIA**
**DESIGN-BUILD REQUEST FOR PROPOSAL**
**STIPEND AGREEMENT**

THIS AGREMEENT("**Agreement**") is made and entered into this _____ day of _____ the County of Escambia, (hereinafter "**County**"), located at xxxxx, Pensacola, Florida zip and _____ located at _____, (hereinafter "**Contractor**"). For the purposes of this Agreement, County and Contractor are referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS:**

1. The County Administrative Office has pre-qualified three firms to provide technical responsive proposals based on the Request for Proposal dated _____, for the Escambia County Jail.
2. The County intends to enter into a Design Build Agreement with the firm that will provide the best value to the County, as determined by a Selection Committee, based on the criteria set forth in the Request for Proposal.
3. It is the County's intention to retain all of the qualified technical, responsive materials prepared by the contractors that are not selected. Participating contractors agree that if they are not selected, they will provide the work product developed in response to the Request for Proposal to County in exchange for the agreed-upon sum.

**AGREEMENT:**

1. SERVICES AND PERFORMANCE

   a. In connection with General Services Division's Request for Proposals dated XXXX, 2016 ("**RFP**"), for the **Design-Build Services for the New Escambia County Correctional Facility,** (the "**Project**") the County of Escambia retains the Contractor to prepare a responsive technical proposal in accordance with the RFP.
   b. All information, designs and ideas, description of approaches to the Project, etc., performed by the Contractor pursuant to this Agreement shall be considered works for hire and shall become the property of County. Contractor shall not copyright any of the material developed under this Agreement. Contractor shall deliver all files in their original, modifiable format, (i.e. BIM, CAD, Excel, Word, etc.) prior to payment by County.

2. TERM. Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Design-Build Contract or a one-

year term from the date of the execution of this Agreement, whichever occurs last. Technical proposals are due by the dates set forth in the RFP.

3. COMPENSATION AND PAYMENT

   a. If the Contractor is not awarded the Design-Build Contract by County, County agrees to pay the Contractor a lump sum amount of XXXXXXXXXXX dollars ($TBD) for a responsive technical proposal ("Stipend") in accordance with the terms and provisions set forth in this Stipend Agreement. Contractor shall only be awarded the stipend if the Contractor delivers a responsive technical proposal that meets the standards set forth in the RFP, as determined by County and such sum will be full compensation for all of the unselected ECJ Project Proposer's services and expenses, direct or indirect, including costs incidental to providing the services.

   b. If County executes the Design-Build Contract with the Contractor, the Contractor will not be compensated for preparation of its technical proposal through this Agreement.

   c. In the event the Design-Build Contract is not awarded, all shortlisted Contractors that have submitted technical proposals by the deadline set forth in the RFP, which County, in its sole discretion, has determined to be responsive to the RFP, and that have submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP, shall receive the Stipend.

   d. In the event a Design-Build Contract is awarded and executed, all shortlisted Contractors, except the Contractor that executed the Contract, that submitted technical proposals by the deadline set forth in the RFP, which County, in its sole discretion, determined to be responsive to the RFP, and that submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP, shall receive the Stipend.

   e. Payment shall be made within ninety (90) days of the execution of the contract or the decision not to award a contract and The County has received an undisputed invoice.

   f. The Contractor must not invoice the County for preparation of its Proposal until the Proposal has been determined to be responsive and all deliverables and services have been submitted and the County agrees that all deliverables and services required have been submitted and are acceptable.

4. Upon payment of said sum to Contractor, County will have no further financial obligation to Contractor under this Agreement, and Contractor agrees not to make or pursue any claim for additional compensation through any remedy or for any reason.

5. INDEMNITY. Contractor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) which arise out of or are in any way connected with any negligence, recklessness or willful misconduct of Contractor or Contractor's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

6. COMPLIANCE WITH LAWS
   a. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

7. EARLY TERMINATION
   a. This Agreement may be terminated by County in whole or in part at any time if the interest of County necessitates such termination.
   b. If County withdraws the RFP, this Agreement shall be considered terminated effective the date of the withdrawal.
   c. If this Agreement is terminated prior to the opening of the price proposals as set forth in the RFP, no payment will be made to the Contractor.
   d. If this Agreement is terminated after the opening of price proposals as set forth in the RFP and prior to execution of a Design-Build Contract, the Contractor shall be entitled to the compensation set forth in Section 3.a, provided the Contractor submitted a technical proposal in which County, in its sole discretion, determined to be responsive to the RFP, and that submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP.

8. ASSIGNMENT. Contractor shall not assign, sublet or transfer this Agreement, or any part hereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior express and written approval of the Responsible Count Department.

9. NEGATION OF PARTNERSHIP. In the performance of all services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement.

Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment

10. CONFLICT OF INTEREST. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof.

11. SOLE AGREEMENT. This document, including the attachments hereto, contains the entire Agreement of the parting relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, or inducement shall be effective or given any force or effect.

12. AUTHORITY TO BIND COUNTY. It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

13. MODIFICATION OF AGREEMENT. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

14. NONWAIVER. No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

15. CHOICE OF LAW/VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of Florida. This Agreement has been entered into and is to be performed in the County of Escambia. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Escambia.

16. CONFIDENTIALITY. Contractor shall not, without the written consent of the County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a

validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

17. ENFORCEMENT OF REMEDIES. No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

18. SEVERABILITY. Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of Florida, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. COMPLIANCE WITH LAW. Contractor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

20. CAPTIONS AND INTERPRETATION. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

21. NONDISCRIMINATION. Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly or through contractual or other arrangements.

22. AUDIT, INSPECTION AND RETENTION OF RECORDS. Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of Florida and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

23. NON-COLLUSION COVENANT. Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

24. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

25. SIGNATURE AUTHORITY. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

## DESIGN BUILD STIPEND AGREEMENT ACKNOWLEDGEMENT

The Design Build Entities selected to participate in the Request for Proposal (RFP) process will be required to execute the stipend agreement attached in the appendix of this section of the RFQ. It is intended that the agreement be executed as presented. Should the design builder have suggested modifications they would like considered by the County such suggested modifications must accompany this acknowledgement. Failure to attach modifications shall be considered as acceptance of the document as presented and the Stipend Agreement shall be executed without modification.

NOTE: All Primary DBE members of the DBE must sign. Copy this acknowledgement page for each legal entity.

_____

(Signature)

_____

(Printed name)

_____

(Place of Execution)

_____

(Date)

_____

(DBE Member)

APPENDIX “B”

## INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor’s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor’s deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Unless otherwise specified, minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage**
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

## BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

## INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

## POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

## PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance coverage. 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.

## Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM
   Senior Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## OCIP Reservations of Rights

Escambia County (Owner) may elect to implement an Owner Controlled Insurance Program on this project. Under this type of program, the Sponsor will centralize the

purchase of insurance for activities of the construction manager, general contractor, all subcontractors and all sub-subcontractors for work performed at or emanating from the project site. This consolidated purchasing of insurance is known as an Owner Controlled Insurance Program (OCIP) and will include Workers' Compensation, General Liability and Excess/Umbrella Liability coverage. Builder's Risk insurance coverage will be provided under a separate program. Participation in the OCIP will be mandatory for all tiers of contractors and subcontractors unless specifically excluded in writing by the Sponsor.

Escambia County and its OCIP Administrator will pursue an insurance deduction for General Liability, Excess Liability and Workers' Compensation insurances which are provided under the OCIP. Each Subcontractor and all tier Sub-Subcontractors will identify all insurance coverage costs at the time of bid. Upon award, Subcontractor and all tier Sub-Subcontractors will detail these costs to Sponsor. Escambia County will apply a 15% factor for profit and overhead on all insurance credits as part of each Subcontractors' overall credit back to the OCIP.

1. All bidders are required to submit their bid(s) with their insurance costs **INCLUDED** for this Project including the cost(s) to provide Workers' Compensation, General Liability and Excess Liability for this Project.

   The contract award will then be reduced by the amount identified for insurance costs (the "Insurance Credit"). At the conclusion of the contract, an audit will be performed and the Insurance Credit will be adjusted based upon actual payrolls incurred on the project site and final contract amount including all change orders. **The insurance calculations will be based upon the rates that were effective at the time of contract award.** In the event that a contractor or subcontractor has a flat premium on their excess liability program, a standard excess credit of 30% of the primary general liability cost/credit will be accessed as a minimum from the Subcontractors.

   **THE FINAL AMOUNT WILL BE THE ESTIMATE OR ACTUAL, WHICHEVER IS HIGHER.**

2. Each Enrolled Participant must provide documentation as follows:

   i. Workers' Compensation Policy Declarations Page;
   ii. Workers' Compensation Rating/Information Page (s);
   iii. Workers' Compensation Experience Modification Worksheet;
   iv. General Liability Policy Declarations Page;
   v. General Liability Rating/Information Page (s);
   vi. Excess Liability Policy Declarations Page;
   vii. Excess Liability Rating/Information Page (s)

**Insurance Broker and Agent summary letters will not be accepted as proof.**

## OCIP Reservations of Rights

These documents are subject to the Escambia County's acceptance. No deductible credits will be given for Worker's Compensation and/or General Liability insurance calculations.

First dollar or $0 deductible insurance coverage is provided under the Project OCIP program for all Contractors enrolled in the program. Owner expects Subcontractor's insurance costs evidenced at bid time and then detailed on the Supplemental Bid worksheet to reflect "first dollar / $0 deductible" rates.

Deductible or Self-Retention Credits or Self-Insured amounts may be identified in Subcontractor's credit calculation but will not be allowed for inclusion in Subcontractor's OCIP deduct rates. To accurately calculate the actual cost of insurance when using any of these programs would require including the costs of projected losses and loss funding. Verification of this amount would require the Subcontractor to furnish loss runs and payroll information on all work (including any / all Wrap-ups) for the last four years. Since this information may not be available at the time of bid, we will ask the Subcontractor to provide the following information:

a) Policies using composite rates must show, at a minimum, the deductible/self-retention/self-insured amount and the rating breakdown. If the credit percentage is not available, minimum and maximum rates for the program must be identified.
b) Corporate allocations will not be allowed. The same format for calculation as shown for Composite Rates must be shown on Form 1 and furnished with the bid documents.
c) Any rate credits (other than credits for deductibles or self-retention or self-insured plans) or surcharges shown on the declaration and/or rating sheets will be used to verify Contractor's actual cost and determine the OCIP deduct rates.
d) First dollar / $0 deductible" OCIP deduct rate calculations requirements (as outlined above) will be strictly enforced by Owner and the OCIP Administrator.

- A Subcontractor's OCIP deduct rates, once established and agreed upon at contract inception/initial deduct, will be used for all OCIP deduct calculations for the duration of a contractor's specific contract and will not be modified based upon future year's insurance rates.

- An audit will be performed at the end of the project and a final insurance credit will be calculated based on the final, actual payroll of each subcontractor. All insurance credits will be adjusted based on the original insurance credit

developed at the beginning of the subcontract and adjusted only by changes in payroll.

**OCIP Reservations of Rights**

- Prior to and as a condition for final payment under the applicable Contract, an audit will be performed and the Insurance Credit will be adjusted based upon actual payrolls incurred on the Project Site and final contract amount including all change orders. **ALL CHANGE ORDERS SHALL INCLUDE THE ENROLLED PARTIES INSURANCE COSTS. Under no circumstance will a final audit result in a refund of the Insurance Credit back to any tier of Subcontractor. This is true, even if the actual payroll is less than the payroll estimated by the applicable Subcontractor in their cost calculation for the initial Insurance Credit.** Owner shall have the right to apply funds held as retainage under any Subcontract toward Insurance Credit, and to the extent that any monies are owed to Owner for Insurance Credit and yet Owner has funded the applicant Subcontract, or all monies owed under the Subcontract, then Subcontractor shall pay such amount to Owner upon ten (10) days' written demand.

- All change orders are to include subcontractor's insurance costs for worker's compensation and general liability and excess liability (as applicable).

As stated above at the conclusion of the contract, an audit will be performed and the Insurance Credit will be adjusted based upon actual payrolls incurred on the project site and the final contract amount including all change orders. **The insurance calculations will be based upon the rates that were effective at the time of contract award.**

**Failure to comply with the OCIP Contractor Insurance Calculation procedures outlined above will result in all or any one of the following actions by the Owner:**

a) **Owner may deny admission to Subcontractor (including lower tier Subcontractors) to the jobsite until the enrollment documents are received.**
b) **Owner may withdraw or deny insurance provided by the OCIP.**
c) **Owner may withhold progress payments for Subcontractors that are not in compliance.**
d) **Owner may apply standard premium rates for applicable jurisdictional Workers' Compensation codes and their corresponding ISO General Liability codes for the work being performed. An Experience Modification rate of 1.0 will be applied to the Workers' Compensation rates in order to determine the Insurance Credit.**
e) **Owner may apply a minimum Insurance Credit of 3.5% of the Subcontract sum.**

***Escambia County reserves the right to not implement an Owner Controlled Insurance Program at any time.***

APPENDIX "C"

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
**(print name of the public entity)**

by _____
**(print individual's name and title)**

for _____
**(print name of entity submitting sworn statement)**

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
**(signature)**

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

APPENDIX "D"

## Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

**1.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

**2.** Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

**3.** Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.

**4.** In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**5.** Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

**6.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
**Offeror's Signature**

_____
**Date**

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

APPENDIX "E"

**Information Sheet for Transactions and Conveyances Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**(Please Circle One)**

**Is this a Florida Corporation**: Yes or No

**If not a Florida Corporation**,
In what state was it created: _____
Name as spelled in that State: _____

**What kind of corporation is it**: "For Profit" or "Not for Profit"

**Is it in good standing**: Yes or No

**Authorized to transact business in Florida**: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

**Does it use a registered fictitious name**: Yes or No

**Names of Officers**:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

**Name of Corporation** (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

**Federal Identification Number**:_____
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for Company**:_____**E-mail:**_____

**Telephone Number:** _____ **Facsimile Number:**_____

**Name of individual who will sign the instrument on behalf of the company:**
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**
_____

END

(850) 488-9000 Verified by:_____ Date:_____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12512** **County Administrator's Report 16. 3.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 08/03/2017
**Issue:** Interlocal Agreement with Emerald Coast Utilities Authority-Shared Use of a Commercial Driving Training Facility and Testing of Personnel
**From:** Joy D. Blackmon, P.E., Director
**Organization:** Public Works
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority Relating to the Shared Use of a Commercial Driving Training Facility and Testing of Personnel - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority (ECUA) Relating to the Shared Use of a Commercial Driving Training Facility and Testing of Personnel:

A. Approve the Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority, which contains the beginning date of July 17, 2017;

OR

B. Approve the Interlocal Agreement between Escambia County, Florida, and the Emerald Coast Utilities Authority, which contains a blank beginning date; and

C. Authorize the Chairman to sign the approved Interlocal Agreement.

## BACKGROUND:

Escambia County Public Works, Road Maintenance Division, constructed a testing facility for Commercial Driver License (CDL) testing. The facility has been inspected and approved by the Florida Department of Transportation (FDOT) as a CDL testing facility.

Public Works was contacted by the ECUA, which requested permission to utilize the FDOT-approved CDL testing facility on an as-needed basis to facilitate the CDL testing of their employees. FDOT requires a formal agreement be executed between Escambia County, FL, and the ECUA. The proposed agreement is attached.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Interlocal Agreements have been approved as to form and legal sufficiency by the County Attorney's office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution, a certified copy of the Interlocal Agreement will be provided to ECUA.

---

**Attachments**

Interlocal Agreement

Interlocal Agreement with blank start date

---

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO SHARED USE OF COMMERCIAL DRIVING TRAINING FACILITY AND TESTING OF PERSONNEL**

THIS AGREEMENT is made on this _____ day of _____, 2017, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS both the County and ECUA require various employees to have commercial drivers licenses (hereinafter "CDLs") in order to deliver the governmental services which they provide;

WHEREAS the County has a commercial driving range facility located at 601 Highway 297A, Cantonment, Florida 32533 (hereinafter "Facility") which has been certified by the Florida Department of Highway Safety and Motor Vehicles (hereinafter "Department") as a CDL Basic Controls Skills Testing Site;

WHEREAS ECUA possesses no such training and testing facility, and

WHEREAS the County is willing to allow ECUA to use its Facility for the training and testing of ECUA employees under the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth in the preamble to this Agreement are true and correct and are incorporated in this Agreement as fully as if set forth herein.

2. Term. The Term of this Agreement shall be for four (4) years beginning July 17, 2017. However, the Term of this Agreement may be extended in three-year

increments upon mutual written agreement of the Parties.

3. Use of Facility. Throughout the Term of this Agreement, ECUA may use the County's Facility for the training and testing of ECUA employees to obtain or maintain CDLs, provided ECUA has coordinated with the County in scheduling such usage of the Facility. When using the Facility, ECUA shall comply with all rules of the Facility.

4. Testing of Other Party's Employees. Upon reasonable notice and request from the County, ECUA employees certified by the Department as Commercial Driver License Third-Party Testers may assist in the training and/or testing of County Employees at the Facility, assuming no conflict with their ordinary work duties and in accordance with authority from the Department to assist in that capacity. Moreover, upon reasonable notice and request from ECUA, County employees certified by the Department as Commercial Driver License Third-Party Testers may assist in the training and/or testing of ECUA Employees at the Facility, assuming no conflict with their ordinary work duties and in accordance with authority from the Department to assist in that capacity.

5. Insurance Requirements. Throughout the term of this Agreement, all ECUA vehicles operating at the Facility shall be covered by insurance consistent with or better than the coverage delineated on Exhibit A to this Agreement.

6. Indemnification by ECUA. Subject to the limitations imposed by Section 768.28, Florida Statutes, ECUA shall protect, indemnify, defend, and hold harmless the County from and against all losses, costs, damages, expenses, and liabilities which the County may incur, pay, or be demanded to pay by reason of any accidents, damages, or injuries to persons or property occurring in, on, or about the Facility caused by the negligence of ECUA or ECUA's agents, employees, and invitees at the Facility.

7. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in law or regulation rendering performance impractical

or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

8. Termination. This Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days' written notice, or for convenience, upon three hundred sixty-five (365) days' written notice, by the terminating party to the other parties of such termination.

9. Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

(b) Name and contact information for the County:

Wes Moreno
Deputy Director of Public Works
Escambia County, Florida
3363 West Park Place
Pensacola, Florida
(850) 937-2122

and

Captain Kevin Barnes #02
Escambia County Road Prison
601 Hwy 297-A
Cantonment, FL 32533

(c) Name and contact information for ECUA:

Doug Patterson, AIC
Risk Manager
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514
(850) 969-3360

(d) In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in paragraph 9(a), above.

10. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days' written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

11. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

14. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 any Party 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 Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all

of the terms and provisions hereof.

15. 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 it did not contain such invalid or unenforceable portion or provision.

16. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

17. No Waiver. The failure of a Party 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.

18. Relationship Between the Parties. County agrees that it is an independent entity and not an officer, agent, servant, or employee of ECUA; that ECUA shall have exclusive control of and exclusive right to control the details of the driving and instruction performed hereunder by its personnel, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. Moreover, ECUA agrees that it is an independent entity and not an officer, agent, servant, or employee of the County; that the County shall have exclusive control of and exclusive right to control the details of the driving and instruction performed hereunder by its personnel, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. Additionally, the Parties acknowledge and agree that the doctrine of respondeat superior shall not apply as between ECUA and the County, their officers, agents, employees, contractors, subcontractors, and consultants; and nothing herein shall be construed as being a partnership or joint enterprise between ECUA and the County.

19. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that

there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

21. Effective Date. As provided in Section 163.01(11), Florida Statutes, this Agreement shall become binding on the parties and effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the ____ day of _____, 2017 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
D. B. Underhill, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date July 3, 2017

**EMERALD COAST UTILITIES AUTHORITY**, a local governmental body, corporate and politic.

By: _____
Stephen E. Sorrell, Executive Director

Date: 06-29-17

ATTEST:

EMERALD COAST UTILITIES AUTHORITY SEAL 1981 FLORIDA

By: _____
Secretary

# CERTIFICATE OF COVERAGE

*EXHIBIT A*

**Certificate Holder**

Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, FL 32514

**Administrator** Issue Date 9/30/16

**Florida League of Cities, Inc.**
**Department of Insurance and Financial Services**
**P.O. Box 530065**
**Orlando, Florida 32853-0065**

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

| **AGREEMENT NUMBER:** FMIT 0162 | **COVERAGE PERIOD:** FROM 10/1/16 | **COVERAGE PERIOD:** TO 10/1/17 12:01 AM STANDARD TIME |
|---|---|---|

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- ☐ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☐ Errors and Omissions Liability
- ☐ Employment Practices Liability
- ☐ Employee Benefits Program Administration Liability
- ☐ Medical Attendants'/Medical Directors' Malpractice Liability
- ☐ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☐ Underground, Explosion & Collapse Hazard

**Limits of Liability**

**Automobile Liability**

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

**Limits of Liability**

* Combined Single Limit

Deductible Stoploss $25,000

**TYPE OF COVERAGE - PROPERTY**

- ☒ **Buildings**
  - ☐ Basic Form
  - ☒ Special Form
- ☒ **Personal Property**
  - ☐ Basic Form
  - ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible $100,000
- ☒ Coinsurance 90%
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value
- ☒ **Miscellaneous**
  - ☒ Inland Marine
  - ☒ Electronic Data Processing
  - ☒ Bond

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- ☒ Deductible 10,000
- ☐ SIR Deductible N/A

**Automobile/Equipment - Deductible**

☒ Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — Per Schedule - Miscellaneous Equipment

**Other**

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Coverage Verification

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

Emerald Coast Utilities Authority
PO Box 15311
Pensacola FL 32514-0311

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

FMIT-CERT (10/2011)

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO SHARED USE OF COMMERCIAL DRIVING TRAINING FACILITY AND TESTING OF PERSONNEL**

THIS AGREEMENT is made on this _____ day of _____, 2017, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS both the County and ECUA require various employees to have commercial drivers licenses (hereinafter "CDLs") in order to deliver the governmental services which they provide;

WHEREAS the County has a commercial driving range facility located at 601 Highway 297A, Cantonment, Florida 32533 (hereinafter "Facility") which has been certified by the Florida Department of Highway Safety and Motor Vehicles (hereinafter "Department") as a CDL Basic Controls Skills Testing Site;

WHEREAS ECUA possesses no such training and testing facility, and

WHEREAS the County is willing to allow ECUA to use its Facility for the training and testing of ECUA employees under the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth in the preamble to this Agreement are true and correct and are incorporated in this Agreement as fully as if set forth herein.

2. Term. The Term of this Agreement shall be for four (4) years beginning _____. However, the Term of this Agreement may be extended in

three-year increments upon mutual written agreement of the Parties.

3. Use of Facility. Throughout the Term of this Agreement, ECUA may use the County's Facility for the training and testing of ECUA employees to obtain or maintain CDLs, provided ECUA has coordinated with the County in scheduling such usage of the Facility. When using the Facility, ECUA shall comply with all rules of the Facility.

4. Testing of Other Party's Employees. Upon reasonable notice and request from the County, ECUA employees certified by the Department as Commercial Driver License Third-Party Testers may assist in the training and/or testing of County Employees at the Facility, assuming no conflict with their ordinary work duties and in accordance with authority from the Department to assist in that capacity. Moreover, upon reasonable notice and request from ECUA, County employees certified by the Department as Commercial Driver License Third-Party Testers may assist in the training and/or testing of ECUA Employees at the Facility, assuming no conflict with their ordinary work duties and in accordance with authority from the Department to assist in that capacity.

5. Insurance Requirements. Throughout the term of this Agreement, all ECUA vehicles operating at the Facility shall be covered by insurance consistent with or better than the coverage delineated on Exhibit A to this Agreement.

6. Indemnification by ECUA. Subject to the limitations imposed by Section 768.28, Florida Statutes, ECUA shall protect, indemnify, defend, and hold harmless the County from and against all losses, costs, damages, expenses, and liabilities which the County may incur, pay, or be demanded to pay by reason of any accidents, damages, or injuries to persons or property occurring in, on, or about the Facility caused by the negligence of ECUA or ECUA's agents, employees, and invitees at the Facility.

7. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in law or regulation rendering performance impractical

or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

8. Termination. This Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days' written notice, or for convenience, upon three hundred sixty-five (365) days' written notice, by the terminating party to the other parties of such termination.

9. Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

(b) Name and contact information for the County:

Wes Moreno
Deputy Director of Public Works
Escambia County, Florida
3363 West Park Place
Pensacola, Florida
(850) 937-2122

and

Captain Kevin Barnes #02
Escambia County Road Prison
601 Hwy 297-A
Cantonment, FL 32533

(c) Name and contact information for ECUA:

Doug Patterson, AIC
Risk Manager
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514
(850) 969-3360

(d) In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in paragraph 9(a), above.

10. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days' written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

11. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

14. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 any Party 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 Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all

of the terms and provisions hereof.

15. 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 it did not contain such invalid or unenforceable portion or provision.

16. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

17. No Waiver. The failure of a Party 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.

18. Relationship Between the Parties. County agrees that it is an independent entity and not an officer, agent, servant, or employee of ECUA; that ECUA shall have exclusive control of and exclusive right to control the details of the driving and instruction performed hereunder by its personnel, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. Moreover, ECUA agrees that it is an independent entity and not an officer, agent, servant, or employee of the County; that the County shall have exclusive control of and exclusive right to control the details of the driving and instruction performed hereunder by its personnel, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. Additionally, the Parties acknowledge and agree that the doctrine of respondeat superior shall not apply as between ECUA and the County, their officers, agents, employees, contractors, subcontractors, and consultants; and nothing herein shall be construed as being a partnership or joint enterprise between ECUA and the County.

19. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that

there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

21. Effective Date. As provided in Section 163.01(11), Florida Statutes, this Agreement shall become binding on the parties and effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the ____ day of _____, 2017 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
D. B. Underhill, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date July 21, 2017

**EMERALD COAST UTILITIES AUTHORITY**, a local governmental body, corporate and politic.

By: _____
Stephen E. Sorrell, Executive Director

Date: _____

ATTEST:

By: _____
Secretary

# CERTIFICATE OF COVERAGE

*EXHIBIT A*

**Certificate Holder**

Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, FL 32514

**Administrator** Issue Date 9/30/16

**Florida League of Cities, Inc.**
**Department of Insurance and Financial Services**
**P.O. Box 530065**
**Orlando, Florida 32853-0065**

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

| **AGREEMENT NUMBER:** FMIT 0162 | **COVERAGE PERIOD:** FROM 10/1/16 | **COVERAGE PERIOD:** TO 10/1/17 12:01 AM STANDARD TIME |
|---|---|---|

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- ☐ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☐ Errors and Omissions Liability
- ☐ Employment Practices Liability
- ☐ Employee Benefits Program Administration Liability
- ☐ Medical Attendants'/Medical Directors' Malpractice Liability
- ☐ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☐ Underground, Explosion & Collapse Hazard

**Limits of Liability**

**Automobile Liability**

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

**Limits of Liability**

* Combined Single Limit

Deductible Stoploss $25,000

**TYPE OF COVERAGE - PROPERTY**

- ☒ **Buildings**
  - ☐ Basic Form
  - ☒ Special Form
- ☒ **Personal Property**
  - ☐ Basic Form
  - ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible $100,000
- ☒ Coinsurance 90%
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value
- ☒ **Miscellaneous**
  - ☒ Inland Marine
  - ☒ Electronic Data Processing
  - ☒ Bond

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- ☒ Deductible 10,000
- ☐ SIR Deductible N/A

**Automobile/Equipment - Deductible**

☒ Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — Per Schedule - Miscellaneous Equipment

**Other**

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Coverage Verification

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

Emerald Coast Utilities Authority
PO Box 15311
Pensacola FL 32514-0311

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

FMIT-CERT (10/2011)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12570** **County Attorney's Report** **16. 1.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 08/03/2017
**Issue:** Vacating Suspension of Roberson Underground Utility, LLC from Bidding and Responsible Vendor List
**From:** Charles Peppler, Deputy County Attorney
**Organization:** County Attorney's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Vacating Suspension of Roberson Underground Utility, LLC from Bidding and Responsible Vendor List.

That the Board approve and authorize the County Administrator to vacate the suspension of Roberson Underground Utility, LLC from bidding and from being awarded contracts under Chapter 46, Escambia County Code of County Ordinances.

## BACKGROUND:

Pursuant to § 46-102, Escambia County Code of Ordinances, Roberson Excavation, Inc. was suspended from the Responsible Vendor List for all County projects effective January 19, 2017. On March 31, 2017, the County Administrator responded to letters from Roberson Underground Utility, LLC, dated March 15 and 16, 2017 asserting that Roberson Underground Utility, LLC was not a related entity or person and, thereby, would not be affected by the suspension of Roberson Excavation, Inc. The County Administrator informed Roberson Underground Utility, LLC that there was a sufficient relationship between Roberson Underground Utility, LLC and Roberson Excavation, Inc. that the suspension of Roberson Excavation, Inc. would be imputed to Roberson Underground Utility, LLC.

Roberson Excavation, Inc. was the contractor for the Cray Road Dirt Road Paving project, # PD 14-15.078. During the course of the work, Roberson Excavation sub-contracted the project to Roberson Underground Utility, which is operated by Ray Roberson who is the son of Billy Ray Roberson, a principal of Roberson Excavation, Inc. The project was completed on May 4, 2017. Cooper Saunders, Project Coordinator for the Cray Road Dirt Road Paving project, was very satisfied with the performance of Roberson Underground Utility, LLC under the leadership of Ray Roberson. Due to the satisfactory work performed by Ray Roberson and Roberson Underground Utility, LLC, the suspension should be vacated as to Roberson Underground Utility, LLC.

**BUDGETARY IMPACT:**
N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**
N/A

**PERSONNEL:**
N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**
N/A

**IMPLEMENTATION/COORDINATION:**
N/A

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**Attachments**

*No file(s) attached.*

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# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-12578** **County Attorney's Report** **16. 2.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 08/03/2017
**Issue:** Scheduling an Attorney/Client Session on August 8, 2017 to Discuss Pending Litigation
**From:** Charles Peppler, Deputy County Attorney
**Organization:** County Attorney's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on August 8, 2017 at 8:30 a.m. to Discuss Pending Litigation in Dellaina Merritt v. Escambia County, Case No.: 3:15-cv-00286-MCR/EMT

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 Tuesday, August 8, 2017 at 8:30 a.m.; and

B. Ratify the public notice printed below that was published in the *Pensacola News Journal* on Saturday, July 29, 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 case of Dellaina Merritt v. Escambia County, Case No.:3:15-cv-00286-MCR/EMT, 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 Tuesday, August 8, 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, attorneys representing Escambia County in the foregoing litigation will be attending. 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

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**Attachments**

*No file(s) attached.*

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