

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 – October 19, 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. Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation dated October 3, 2017, commending and congratulating Dr. Evon Horton and Mrs. Deborah Horton for their 11 years of leadership and dedicated service to the Church and the community;

B. Ratify the Proclamation dated October 3, 2017, congratulating Justin Gatlin as the 100-Meter 2017 World Champion and commending him for his many achievements; and

C. Ratify the Proclamation dated October 11, 2017, congratulating Escambia High School for 60 years of service to the School District of Escambia County.

7. Retirement Proclamation.

Recommendation: That the Board ratify the retirement Proclamation, dated July 25, 2017, commending and congratulating Donna D. Leigh, Director's Aide, Public Safety Department, on 35 years of dedicated service.

8. Written Communication

September 8, 2017, communication from Mary J. Armstrong, Requesting that Escambia County Provide Relief of a Code Enforcement Lien attached to property located at 1209 West Yonge Street.

Recommendation: That the Board review and consider Lien relief request made by Mary J. Armstrong against property located at 1209 West Yonge 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 Lien, staff made the determination that the request did not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

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

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

10. 5:31 p.m. Hearing to consider an Appeal by Jeffrey A. Struck, d/b/a C & S Building & Renovations, Inc., of an Order Issued by the Contractor Competency Board (CCB) on September 12, 2017.

Recommendation: That the Board uphold the Contractor Competency Board's Order issued September 12, 2017, whereby it found Respondent Jeffrey A. Struck, d/b/a C & S Building & Renovations, Inc., in violation of several statutory and Code provisions governing construction contractors and ordered Mr. Struck to pay restitution to the homeowners. Mr. Jeffrey A. Struck is challenging the CCB's Order.

11. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the August 2017 Returns Received in September 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2017 returns received in the month of September 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2017; total collections for the month of August 2017 returns was \$967,487.93; this is a 5.45% increase over the August 2016 returns; total collections year to date are 6.47% more than the comparable time frame in Fiscal Year 2016.

2. Recommendation Concerning Documents Provided for Filing with the Board's Minutes

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

A. *The Modification to Subgrant Agreement between the Division of Emergency Management and Escambia*, executed by the Chairman on September 13, 2017, based on the Board's action of June 16, 2016, authorizing the Chairman to execute, subject to Legal review an sign-off, any subsequent Agreements and Program-related documents for the Federally-Funded Subgrant Agreement for the Lake Charlene Warrington Drainage Area Project (Project Number 4177-19-R); and

B. The Annual Investment Report for Fiscal Year ending September 30, 2017, provided by the Honorable David Morgan, Escambia County Sheriff.

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 14, 2017;
- B. Approve the Minutes of the Second Public Hearing for consideration of the Fiscal Year 2017/2018 County-wide Budget held September 26, 2017;
- C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 5, 2017; and
- D. Approve the Minutes of the Regular Board Meeting held October 5, 2017.

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

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m.- A Public Hearing Concerning the Conditional Use Determination and the Issuance of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 13009 Beulah Road

That the Board of County Commissioners (BCC) take the following action:

A. Conduct a quasi-judicial public hearing to consider the conditional use determination to allow for an asphalt/concrete crushing recycling and processing facility, located at 13009 Beulah Road, per the conditions as prescribed in Chapter 2 Article 2-6.4(c)(3)a-i of the Land Development Code (LDC) along with the conditions as prescribed in Chapter 3 Article 3-2.11(c)(5)d1-4 of the LDC;

B. Review and either approve, modify, or deny the authorization of a conditional use; and

C. Review and either approve, modify, or deny the request for issuance of a recycling permit for an asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Perdido Landfill.

2. 5:46 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, LLC ("Sunbelt")

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, LLC ("Sunbelt").

3. 5:47 p.m. - A Public Hearing Concerning Review of an Ordinance Amending LDC Chapter 3 Regarding HC/LI Zoning Uses Within MU-S Future Land Use

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, to identify those uses of the Heavy Commercial and Light Industrial (HC/LI) zoning district that are allowed within the Mixed-Use Suburban (MU-S) future land use (FLU) category.

II. Action Item

1. Recommendation Concerning Final Plat Huntington Creek Third Addition Permit 150800031

That the Board take the following action concerning recording of the Final Plat of Huntington Creek Third Addition, (a 30-lot, private single-family residential subdivision with private streets and stormwater retention pond), located in the Beulah community off Mobile Highway, lying east of Beulah Road. Owned and developed by Clearwater 102, 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 "Huntington Creek Lane";

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. 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 three Request for Disposition of Property Forms for the Public Works Department, listing 10 items. The Request Forms have been signed by all applicable authorities.

2. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the November 3rd Fireworks Display from a Barge off Quietwater Beach - 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 measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event to be held on a Barge on the Soundside of Quietwater Beach, for the Soundside Merchants Harley Davidson Hog Festival on November 3, 2017, from approximately 8:30 p.m., through 8:45 p.m.

3. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the December 2nd Fireworks Display from a Barge off Quietwater Beach - 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 measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event to be held on a Barge on the Soundside of Quietwater Beach, for the Soundside Merchants Lighted Boat Parade on December 2, 2017, from approximately 8:00 p.m., through 8:15 p.m.

4. Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on November 2, 2017, at 5:31 p.m., concerning re-budgeting ongoing Grant and Project Funding that will amend the Fiscal Year 2017/2018 Budget and appropriate these funds for those related ongoing grants and projects.

5. Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 14, 2017, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

6. Recommendation Concerning Approval of the Clinton Cox Residence Transitional Housing Transfer of Ownership - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Clinton Cox Residence Transitional Housing Transfer of Ownership:

A. Approve the Termination of Sublease and Assumption of Indebtedness and Consent to Said Termination and Assumption Agreement, subject to Legal review and approval, for the HOME/SHIP assisted Clinton Cox Residence detailing transfer of ownership from Community Enterprise Investments, Inc. (CEII) to Pathways for Change, Inc. (PFC);

B. Approve Amendment #2 to the Special Needs Housing Rental Development Agreement, subject to Legal review and approval, between CEII, PFC, and the EscaRosa Coalition on the Homeless (ECOH); and

C. Authorize the Chairman or Vice Chairman to execute the Agreement, Amendment #2, and all related documents required to complete the transfer of the property, including any actions that may be required of the County Attorney's Office.

[Funding: Not Applicable]

7. Recommendation Concerning the Hold Harmless and Indemnification Agreement for Winterfest of Pensacola, Inc. - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement with Winterfest of Pensacola, Inc., to use both plaza entrances into the Ernie Lee Magaha Government Building, located at 221 Palafox Place, and the main entrance and basement of the Escambia County Old Courthouse building, located at 223 Palafox Place, during the Pensacola Winterfest Event on the following dates: November 17th-19th, November 24th-26th, December 1st-3rd, December 8th-10th, and December 15th-24th, 2017.

8. Recommendation Concerning Approval of the Hold Harmless and Indemnification Agreement for the Winterfest Fireworks Exhibition - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement with Winterfest of Pensacola, Inc., and Pyrotecnico Fireworks, Inc., for the Winterfest Fireworks Exhibition that will be held on Friday, November 24, 2017, for the arrival of Santa Claus. Pyrotecnico Fireworks, Inc., will use the 5th floor of the Intendencia Street Parking Garage for the Winterfest Fireworks Exhibition.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract Extension on the Central Energy Plant Contract, PD 13-14.058 - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning Contract, PD 13-14.058, for the Central Energy Plant Contract, to Engineered Cooling Systems, Inc.:

A. Approve the first one-year Contract extension, effective October 1, 2017, to Engineered Cooling Systems, Inc.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - \$110,040; and Fund 113, Library Fund, Cost Center 310203, Object Code 54601 - \$10,200]

2. Recommendation Concerning the Contract Extension for Elevator Maintenance/Services for Various County Facilities Contract - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning the Elevator Maintenance/Services for Various County Facilities Contract, PD 12-13.056:

A. Approve the second and final 12-month Contract extension, effective October 13, 2017, to Panhandle Elevators (d/b/a Panhandle Humbaugh Elevators); and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; and Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601]

3. Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

Vendor/Contractor	Amount	Contract Number
American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Buildings Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$105,500 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Custodial) Amount: \$2,000	\$107,500	PD 10-11.049

4. Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2017-2018:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2017, through September 30, 2018; and

B. Authorize the Chairman to sign the Resolution and the Contract.

5. Recommendation Concerning the Issuance of Fiscal Year 2017/2018
Purchase Orders, in Excess of \$50,000 - Todd Humble, Library Services
Department Director

That the Board approve the issuance of individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Libraries, as follows:

Vendor/Contractor	Amount	Contract Number
Dynamic Security Services Vendor Number: 042841 Security for Pensacola and Westside Libraries Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Object Code: 53401 (Other Contractual Services)	\$64,526	PD 15-16.051

6. Recommendation Concerning the BlueMedicare Group Master Agreement (PD
14-15.069, Group Medical Insurance) - Eric Kleinert, Human Resources
Department Director

That the Board approve and authorize the County Administrator to sign the BlueMedicare Group Master Agreement between Blue Cross and Blue Shield of Florida, Inc., D/B/A Florida Blue, and the Escambia County Board of County Commissioners, with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan coverage, to be provided by Florida Blue to the County's Covered Retirees and Covered Dependents, for Escambia County's Group Medical Insurance (PD 14-15.069).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108
Object Code 54501]

7. Recommendation Concerning the Award for the Re-Solicitation for IT Room A/C Modifications for Escambia County Public Safety Facility, PD 16-17.084 - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and McNorton Mechanical Contractors, Inc., per the terms and conditions of PD 16-17.084, Re-Solicitation for IT Room A/C Modifications for Escambia County Public Safety Facility, in the amount of \$99,890 - Base Bid.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201]

8. Recommendation Concerning Contract Award for Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between the Board of County Commissioners of Escambia County, Florida, and Pensacola Concrete Construction Company, Inc., per the terms and conditions of PD 16-17.070, Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project, in the amount of \$206,562.41.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 17EN3855, \$198,409.00; and Fund 181, Master Drainage Basin VI, Cost Center 210724, Object Code 56301, No Project Number, \$8,155.41]

9. Recommendation Concerning Contract Award for Rebel Road Drainage Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between the Board of County Commissioners of Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 16-17.082, Rebel Road Drainage Improvements, in the amount of \$669,897.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 16EN3471]

10. Recommendation Concerning a Memorandum of Understanding between the School Board of Escambia County, Florida and Escambia County, Florida - Tamyra Jarvis, Director of Corrections

That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Road Prison, for a not-to-exceed amount of \$55,564.50 (\$30,564.50 for full-time vocational instructor, \$5,000 for part-time certified testing administrator, \$20,000 for materials, equipment and supplies); and

B. Authorize the Chairman to execute the agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary]

11. Recommendation Concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc.:

A. Approve the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. (LSNF), in the amount of \$45,000; and

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

[Funding: Fund 129/2017 CDBG, Cost Center 370231]

12. Recommendation Concerning the State Housing Initiatives Partnership Agreement with Community Action Program Committee, Inc.- Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with the Community Action Program Committee, Inc., (CAPC):

A. Approve the Agreement for the SHIP Housing Repair Assistance Project between the County of Escambia and CAPC, subject to Legal review and approval, to provide \$450,000 in SHIP Program funds plus \$45,000 in SHIP Administrative funds, to support housing repair activities for eligible homeowners in Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.

[Funding: Fund 120/2016, 2017, and 2018 SHIP, Cost Centers 370202, 370204 and 370208]

13. Recommendation Concerning Approval of Month-to-Month Lease Agreement with McDonald Shopping Center Tenant - Foxbow Realty, Inc., d/b/a Rainbow Store No. 186 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action regarding the month-to-month Lease Agreement with McDonald Shopping Center tenant - Foxbow Realty, Inc., d/b/a Rainbow Store No. 186:

A. Approve the month-to-month Lease Agreement between Escambia County and FoxBow Realty, Inc., d/b/a Rainbow Store No. 186, a McDonald Shopping Center tenant; and

B. Authorize the Chairman to sign the above-referenced month-to-month Lease Agreement.

[Funding: Proceeds from the Lease will be deposited in Fund 001, General Fund, Revenue Account 362010]

14. Recommendation Concerning Approval of the 2017 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning implementation of the 2017 HOME Investments Partnerships Act (HOME) Program Grant (#M-17-DC-12-0225):

A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola, providing for utilization of \$126,627 (program and administrative support) in 2017 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with Santa Rosa County, providing for utilization of \$188,717 (program and administrative support) in 2017 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

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

[Funding: Fund 147, HUD HOME Consortium, Cost Center 370269]

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

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

A. Approve the Agreement between Escambia County, Florida, and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, in the amount of \$131,400, effective upon the date last executed by the parties and expiring on September 30, 2018, to fund medical examinations of allegedly abused, abandoned, or neglected children, at a rate of \$300 per examination, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement;

C. Authorize the issuance of the necessary Purchase Order; and

D. Approve the preparation of any necessary vouchers and Budget Amendments for the remainder of Fiscal Year 2017/2018, in the event the cost of medical examinations exceeds the previously appropriated sum.

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

16. Recommendation Concerning Supplemental Budget Amendment #003 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #003, Other Grants and Projects Fund (110), in the amount of \$180,000 to recognize Grant proceeds from the National Fish and Wildlife Foundation (NFWF), and to appropriate these funds for the Bayou Grande Living Shoreline Project to construct offshore reefs and install appropriate emergent vegetation between the oyster reefs and the shoreline at three locations in the Navy Point area of Bayou Grande.

17. Recommendation Concerning Supplemental Budget Amendment #004 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #004, General Fund, Fund (001), in the amount of \$15,974, to recognize funding from the Escambia County 4-H Foundation for funding a contract part-time Program Assistant for 6 months to provide support for the 4-H agents.

18. Recommendation Concerning the Acceptance of a Quit Claim Deed from Camshire Meadows Homeowners' Association, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Quit Claim Deed from Camshire Meadows Homeowners' Association, Inc.:

A. Accept the donation of a Quit Claim Deed from Camshire Meadows Homeowners' Association, Inc.;

B. Authorize the payment of documentary stamps, considering that the property is being donated for governmental use 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 Quit Claim Deed; and

D. Authorize the Chairman or Vice Chairman to accept the Quit Claim Deed 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: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office]

III. For Discussion

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

That the Board, in accordance with Section 46-139 of Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project:

A. Authorize the purchase of the following parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (appraised value - average)
Arachikavitz, Daniel W. and Marinda Lynn	10100 Bristol Park Road	1.05 acres	\$330,500

B. Approve the Contract for Sale and Purchase for the acquisition of real property in the Bristol Park-Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

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

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

2. Recommendation Concerning the Acquisition of Real Property Located at 10050 Bristol Park Road for the Bristol Park-Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project:

A. Authorize the purchase of real property located at 10050 Bristol Park Road, for the Bristol Park-Ashbury Hills Area Project, from Robert Keith and Susan E. Sheets, for the average of the County's appraised value of \$295,000 and the owner's provided appraisal of \$350,000, which equals \$322,500;

B. Approve the Contract for Sale and Purchase for the acquisition of real property (approximately 0.65 acres) located at 10050 Bristol Park Road, from Robert Keith and Susan E. Sheets, for the purchase price of \$322,500;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to Hazard Mitigation Grant Program guidelines; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.]

3. Recommendation Concerning Fiscal Year 2017/2018 Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning approval of the Fiscal Year 2017/2018 Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida:

A. Approve the Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida, in the amount of \$140,000, to be paid from the General Fund (001), Cost Center 110201, Account 58208;

OR

B. Approve the Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida, in the amount of \$175,000, to be paid from the General Fund (001), Cost Center 110201, Account 58208;

C. Authorize the Chairman to sign the approved Agreement, pending Legal review and approval, and all other necessary documents; and

D. Authorize the approval of the necessary Purchase Order.

4. Recommendation Concerning Local Option Sales Tax IV Allocations - Amy Lovoy, Assistant County Administrator

That the Board discuss the preliminary plan for Local Option Sales Tax (LOST) IV allocations and make necessary revisions for budgetary purposes.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Settlement Agreement with First Transit, Inc.

That the Board take the following action:

A. Approve the Settlement Agreement concerning the Settlement Agreement resolving all claims for disputed costs related to the Management Services Agreement (PD 10-11.060) and Paratransit Transportation Services Agreement (PD 13-14.029); and

B. Authorize the Chairman to sign the Settlement Agreement.

2. Recommendation Concerning Approval of Settlement in the Sum of \$12,181.11 in the Case of James Reed v. Escambia County, FCHR Case No.: 201700789 and EEOC Case No.: 15D201700462

That the Board take the following action:

A. Approve the settlement reached in the sum of \$12,181.11 of which \$9,852.49 is to be paid directly to James Reed and \$2,328.62 is to be paid to Mr. Reed's Florida Retirement System Account in exchange for the execution of a general release and stipulation for dismissal with prejudice, and;

B. Authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice once the appropriate releases are executed and delivered to Assistant County Attorney, Meredith D. Crawford.

[Funding: Fund 501, Balance Sheet Account 239898]

12. Items added to the agenda.

13. Announcements.

14. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13050

Proclamations 6.

BCC Regular Meeting

Meeting Date: 10/19/2017

Issue: 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. Ratify the Proclamation dated October 3, 2017, commending and congratulating Dr. Evon Horton and Mrs. Deborah Horton for their 11 years of leadership and dedicated service to the Church and the community;
- B. Ratify the Proclamation dated October 3, 2017, congratulating Justin Gatlin as the 100-Meter 2017 World Champion and commending him for his many achievements; and
- C. Ratify the Proclamation dated October 11, 2017, congratulating Escambia High School for 60 years of service to the School District of Escambia County.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations. Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pastor Evon and Deborah Horton Proclamation

Justin Gatlin Proclamation

Escambia High School Proclamation

PROCLAMATION

WHEREAS, Sunday, October 8, 2017, is Pastor Appreciation Day at the Brownsville Assembly of God. Pastor Evon and Deborah Horton have pastored the Brownsville Assembly of God since 2006; and

WHEREAS, Pastor Horton has been very involved in partnering with Escambia County, the Brownsville community, and with local ministers and ministries, to minister not just to the spiritual needs of our community but also to the physical needs, by providing food, clothing, blankets, haircuts, Farmshare Distribution, and more; and

WHEREAS, Pastor Horton has been involved with community boards and committees, as well as Brownsville Community Planning and many other community activities, and was instrumental in the sale of the Brownsville Community Center to Escambia County; and

WHEREAS, for 11 years, Dr. Horton's dedication, faithfulness, and impeccable leadership has maintained Brownsville Assembly of God as a stellar light of hope, shining to a grateful community; and

WHEREAS, Dr. Horton and Mrs. Horton are greatly loved and appreciated, far more than they will ever know, not only by their own church family but by countless others as well.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates Dr. Evon Horton and Mrs. Deborah Horton for their 11 years of leadership and dedicated service to the Church and the community.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk

Dated: October 3, 2017



PROCLAMATION

WHEREAS, Justin Gatlin, an American track and field sprinter, grew up in Pensacola, Florida, and graduated from Woodham High School; and

WHEREAS, in 2000, after graduation, Mr. Gatlin attended the University of Tennessee on a scholarship in track and field. During his tenure at the University, Mr. Gatlin won six consecutive National Collegiate Athletic Association (NCAA) titles; and

WHEREAS, in 2002, Mr. Gatlin left the University of Tennessee Track and Field Program to begin his professional career. In 2004, two years after going professional, Mr. Gatlin won the Gold Medal in the 100-meter race, with a time of 9.85 seconds, at the 2004 Summer Olympics; and


WHEREAS, at the World Athletics Championships in Helsinki, Mr. Gatlin won Gold Medals in 2005, in the 100 and 200-meter races; and

WHEREAS, a five-time Olympic medalist, Mr. Gatlin is a competitive athlete who continues to strive to be the best athlete possible; and

WHEREAS, on August 5, 2017, at the age of 35, at the Olympic Stadium in London, England, Mr. Gatlin won the Gold Medal in the 100-meter race at the 2017 International Association of Athletics Federation World Championship.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates Justin Gatlin as the 100-Meter 2017 World Champion and commends him for his many achievements.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA



Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five



ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk

Dated: October 3, 2017

PROCLAMATION

WHEREAS, Escambia High School grounds were broken 60 years ago with one goal in mind and that is to produce leaders around the world. The School District dedicated Escambia High School to the communities of southwest Escambia starting in 1957; and

WHEREAS, in 1977 the school mascot became the "Gators." From the battle fields to the sports fields, from the classroom to the board room, you will know an Escambia Gator when you meet one; and

WHEREAS, the mission for students is "Escambia High School will foster quality relationships with all stakeholders within our school community. We will provide rigorous and relevant instruction through academic, social, and athletic experiences as we prepare students for post-secondary opportunities to meet the needs of the 21st century"; and

WHEREAS, Escambia High School offers career and technology education through its National Flight Academy and through courses in criminal justice, culinary arts, digital design, early childhood, engineering, finance, and media production; and

WHEREAS, Escambia High School offers a host of athletic programs for students to show their team spirit and is home to some of the major names in professional sports; and

WHEREAS, established on May 26, 1967, Escambia High School's Naval Junior Reserve Officer Training Corps Program is one of the oldest in the nation; and

WHEREAS, Escambia High School is celebrating its **60th Year Diamond Anniversary and Reunion** on Friday, October 13, 2017.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Escambia High School for 60 years of service to the School District of Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five



ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk

Dated: October 11, 2017



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13068

Proclamations 7.

BCC Regular Meeting

Meeting Date: 10/19/2017

Issue: Ratification of Retirement Proclamation

From: Eric Kleinert, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamation.

Recommendation: That the Board ratify the retirement Proclamation, dated July 25, 2017, commending and congratulating Donna D. Leigh, Director's Aide, Public Safety Department, on 35 years of dedicated service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ret proc 072517

PROCLAMATION

WHEREAS, Donna D. Leigh began employment on August 2, 1982 with Escambia County; and

WHEREAS, Donna has been an exemplary employee, faithfully serving the citizens of Escambia County for 35 years, retiring as Director's Aide of the Public Safety Department; and

WHEREAS, during her tenure with Escambia County, Donna has served as Clerk Typist with the Escambia County Sheriff's office, progressing to Senior Clerk Typist. She served with the Sheriff's office until May 1986 when she transitioned to the County Administrator's office as Senior Secretary from June 1986 to August 1989; and

WHEREAS, in August 1989, Donna joined Emergency Management and transitioned to the position of Director's Aide in the newly formed Public Safety Department in 1997; and

WHEREAS, Donna has consistently displayed her dedication and loyalty to the citizens and fellow employees of the County, placing an emphasis on customer service and responding to requests in an expedient manner; and

WHEREAS, Donna has been an institutional factor in the success of numerous Emergency Operations Center activations ranging from floods, ice storms, forest fires, numerous tropical storms, an oil spill, Y2K, and, most notably, the landfall of hurricanes Erin, Opal and Ivan. During these events, she coordinated to ensure all logistics were in place, to include staffing, supplies and feeding necessities. This required tireless shifts extending well beyond twenty-four hours away from her family; and

WHEREAS, Donna proudly served the citizens and fellow employees as a team player, confidential assistant, leader, friend and great asset to the Public Safety Department; and

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 Donna D. Leigh on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Donna D. Leigh for 35 years of faithful and dedicated service as a County employee.

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


Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**


Deputy Clerk



Dated: July 25, 2017



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12919

Written Communication 8.

BCC Regular Meeting

Meeting Date: 10/19/2017

Issue: Environmental (Code) Enforcement Lien Relief- 1209 W Yonge Street

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

September 8, 2017, communication from Mary J. Armstrong, Requesting that Escambia County Provide Relief of a Code Enforcement Lien attached to property located at 1209 West Yonge Street.

Recommendation: That the Board review and consider Lien relief request made by Mary J. Armstrong against property located at 1209 West Yonge 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 Lien, staff made the determination that the request did not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

BACKGROUND:

Mary J. Armstrong owns the property located at 1209 W. Yonge Street. Property located at 1209 W. Yonge Street was cited for overgrowth, trash, debris and structure issues. Owner failed to abate violations which resulted in a Special Magistrate hearing. The owner was given a time line of June 28, 2016 to abate all violations or a fine would be assessed. Court cost of \$1,100.00 was awarded to the county. A reinspection was conducted and violations remained. A second inspection was conducted on December 7, 2016 and the officer observed all violations have been abated at that time. A Certification of Cost was sent to the owner to advise all violations have been abated and the total lien amount.

The owner worked with the Clerk of Court and set up a payment plan for the lien. To date the owner has paid \$211.20 towards to lien amount due.

See attached report from the Clerk of Court reflecting payment summary.

On September 8, 2017 the Office of Environmental Enforcement received a letter from Ms. Armstrong requesting the Board to waiver and forgiveness of the fines and fees her outstanding payments.

BUDGETARY IMPACT:

Court Cost: \$1,100.00

Fines: \$3,240.00

Total: \$4,340.00

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

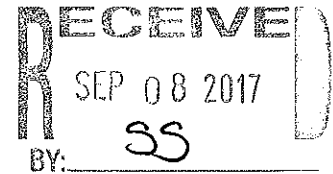
Attachments

1209 W Yonge Street

M. J. Armstrong
1007 West Fisher St.
Pensacola, FL 32501-1347

9/6/2017

Ms. Sandra Slay
Environmental Code Enforcement
3368 West Park Place
Pensacola, FL 32505



Re: 1209 West Yonge St.
Case# 2016 CL 023236

Dear Ms. Slay,

I am writing to explain my last missed payment, and also to request a waiver and forgiveness of the fines and fees of my outstanding payments.

I assumed that with my fixed income and my additional income from preparing income taxes during the tax season that I would be able to pay all my bills and the additional payment would not be an issue. But, in my current situation, I have no additional money coming in, and making payments is becoming difficult for me.

I have spent a considerable amount of money in the upkeep of my property and because I have not been able to secure a loan to complete the property improvements, I find that the work has come to a standstill. I had hoped that once repairs had been made on the property and all electrical and plumbing had been finished that the improvements would result in my being able to rent the home and thereby give me the help I needed to make my payments.

Unfortunately this has not been the case. Here is a rundown of all my debts and my income so you can understand why I am having financial difficulty in making payments complete and on time. I might add that my mother is elderly and a double amputee who lives alone in Alabama, she is 92 years old and I and my sister who lives in Ga. Take turns going there to help her, we take her food, supplies, and take her to the doctor and other needed necessities. Of course this expense is one that can't be eliminated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary J. Armstrong".

Mary J. Armstrong

Cc:Commissioner Lumon May

433-8697

Re: 1209 West Yonge St.
Case# 2016 CL 023236

Monthly Bills

Mr. Cooper/NationStar	\$	1,041.81 (2 Mos.)
One Main Financial	\$	365.00
One Main Financial (Springfield)	\$	94.80
Chase	\$	96.00
Hancock Bank	\$	100.00
Visa	\$	40.00
State Farm Auto	\$	106.00
Gulf Power	\$	398.66
Ecu	\$	40.35
AT&T Phone/Internet	\$	130.00
T-Mobile	\$	78.00
Mattress Payment	\$	176.75
Clerk of the Court	\$	93.10
Home Depot	\$	<u>59.00</u>
Total	\$	2,819.47
IRS (Due Immediately)	\$	4,439.80

Income: \$1167.00

459.83

This Mon. 513.00 (Tax Prep.)

\$2139.83

What If I Have

- Visit our website
- Call us toll-free at 1-800-677-1111
- Contact your local Social Security office

Help For Seniors

The ElderCare Locator
1-800-677-1111
services, including
seniors in your area

BNC#: 16B1

Form 1099-R		<input type="checkbox"/> CORRECTED (if checked)	OMB No. 1545-0047 2015
1 Gross distribution	2a Taxable amount	Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.	
\$ 5,517.96	\$		
2b Taxable amount not determined	Total distribution		
<input checked="" type="checkbox"/> XX			
PAYER'S name, street address, city or town, state or province, country, and ZIP or foreign postal code			
GREYHOUND LINES, INC - A T U LOCAL 1700 RETIREMENT AND DISABILITY TRUST 2600 WESTOWN PARKWAY, SUITE 301 WEST DES MOINES, IA 50266-7302			
PAYER'S Federal identification number		RECIPIENT'S identification number	
74-2515030			
3 Capital gain (included in box 2a)	4 Federal income tax withheld	5 Employee contributions/Designated Roth contributions or insurance premiums	
\$	\$	\$	
6 Net unrealized appreciation in employer's securities	7 Distribution code(s)	8 Other	%
\$	7	\$	
9a Your percentage of total distribution	9b Total employee contributions		
%	\$		
RECIPIENT'S name, street address, city or town, state or province, country, and ZIP or foreign postal code			
ARMSTRONG, MARY J 1007 W FISHER ST PENSACOLA, FL 32501-1347			
Account number (see instr.)		11 1st year of design. Roth contribu.	10 Amount allocable to IRA within 5 years
			\$
12 State tax withheld	13 State/Payer's state no.	14 State distribution	
\$		\$	
15 Local tax withheld	16 Name of locality	17 Local distribution	
\$		\$	
File this copy with your state, city, or local income tax return, when required.			
Department of the Treasury Internal Revenue Service www.irs.gov/form1099r			

about Social Security.
If you have questions, call 1-800-677-1111 and then ask for an

embassy or

Aging. Call
supportive
living help for

Over ▶

SOCIAL SECURITY ADMINISTRATION
SOUTHEASTERN PSC
BIRMINGHAM SOCIAL SECURITY CENTER
1200 REV ABRAHAM WOODS JR BLVD
BIRMINGHAM, AL 35285-0001

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, \$300

FIRST-CLASS MAIL
PRESORTED
POSTAGE AND FEES PAID
SOCIAL SECURITY
ADMINISTRATION
PERMIT NO. G-11



Securing today
and tomorrow

IND AUTO**SCH 5-DIGIT 32503
F1R11J-1127334 1-011 74/2477/3373
MARY J ARMSTRONG
1007 W FISHER ST
PENSACOLA FL 32501-1347



IMPORTANT SOCIAL SECURITY INFORMATION

Your New Benefit Amount

BENEFICIARY'S NAME: MARY J ARMSTRONG

Your Social Security benefits will increase by 0.3% percent in 2017 because of a rise in the cost of living. You can use this letter as proof of your benefit amount if you need to apply for food, rent, or energy assistance. You can also use it to apply for bank loans or for other business. Keep this letter with your important financial records.

How Much Will I Get And When?

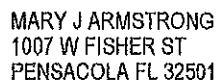
- Your monthly amount (before deductions) is \$1,275.00
- The amount we deduct for Medicare medical insurance is \$108.00
(If you did not have Medicare as of November 17, 2016,
or if someone else pays your premium, we show \$0.00.)
- The amount we deduct for your Medicare prescription drug plan is \$0.00
(We will notify you if the amount changes in 2017. If you did not elect
withholding as of November 1, 2016, we show \$0.00.)
- The amount we deduct for voluntary Federal tax withholding is \$0.00
(If you did not elect voluntary tax withholding as of
November 17, 2016, we show \$0.00.)
- After we take any other deductions, you will receive \$1,167.00
on or about Jan. 3, 2017.

If you disagree with any of these amounts, you must write to us within 60 days from the date you receive this letter. We would be happy to review the amounts.

If you receive a paper check and want to switch to an electronic payment, please visit the

**Total Past Due Electric Service: \$180.03**

Total past due	\$180.03
-----------------------	-----------------





Department of the Treasury
Internal Revenue Service
PO BOX 8208
PHILADELPHIA PA 19101-8208



9314 8107 5620 4290 4363 07

001591.633853.472944.4519 3 MB 0.423 2064



Notice	CP90
Notice date	August 21, 2017
Social Security number	[REDACTED]
To contact us	1-800-829-3903
Your Caller ID	874879

Page 1 of 4



MARY J ARMSTRONG
1007 W FISHER ST
PENSACOLA FL 32501-1347

001591

Intent to seize your assets and notice of your right to a hearing

Amount due immediately: \$4,539.80

We haven't received full payment despite sending you several notices about your unpaid federal taxes. The IRS may seize (levy) your property. However, you can appeal the proposed seizure (levy) of your assets by requesting a Collection Due Process hearing (Internal Revenue Code Section 6330) by September 20, 2017.

Billing Summary

Amount you owed	\$4,297.54
Additional failure-to-pay penalty	165.77
Additional interest charges	76.49
Amount due immediately	\$4,539.80

What you need to do immediately

Pay immediately

- Send us the amount due of \$4,539.80, or we may seize (levy) your property on or after September 20, 2017.

Continued on back...



MARY J ARMSTRONG
1007 W FISHER ST
PENSACOLA FL 32501-1347

Notice	CP90
Notice date	August 21, 2017
Social Security number	[REDACTED]



Payment

- Make your check or money order payable to the United States Treasury.
- Write your Social Security number, the tax period(s) and form number(s) on your payment and any correspondence.

Amount due immediately

\$4,539.80

INTERNAL REVENUE SERVICE
PO BOX 219690
KANSAS CITY MO 64121-9690

266809256 FZ ARMS 30 0 201512 670 00000453980

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 15-10-04465
Location: 1209 W Yonge St
PR# 172S301600191019

Armstrong, Mary J
P O Box 18398
Pensacola, FL 32523

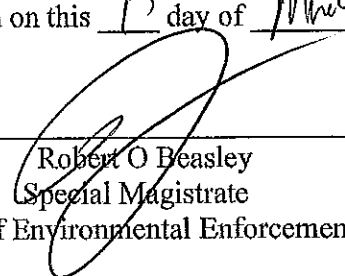
Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017015865 3/6/2017 2:52 PM
OFF REC BK: 7675 PG: 1188 Doc Type: CEL1
Recording \$10.00

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 March 29, 2016; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (b) Trash & Debris, (d) Overgrowth, 30-203 (o), (p), and (t). 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 March 29, 2016.

Itemized	Cost
a. Fines (\$20.00 per day 6/28/16-12/07/16)	\$ 3,240.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees (\$1,500 + 5,500.00)	\$ 0.00
Total:	\$ 4,340.00

DONE AND ORDERED at Escambia County, Florida on this 1st day of Mar, 2017.


Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016023222 04/01/2016 at 12:43 PM
OFF REC BK: 7500 PG: 1195 - 1199 Doc Type: CEO
RECORDING: \$44.00

**CASE NO: CE#15-10-04465
LOCATION: 1209 W Yonge St
PR# 172S301600191019**

**Armstrong, Mary J
P O Box 18398
Pensacola, FL 32523
RESPONDENT**

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, thereof, **NAMED ABOVE**, 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 Chapter 3 Commercial in residential and non permitted use
- ☐ LDC Chapter 2 Article 3 Land Disturbance without permits
- ☐ LDC Chapter 5 Article 8 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 **RESPONDENT** shall have until 6/27/, **2016** 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 _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 20.00 per day, commencing 6/28, 2016.

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

Costs in the amount of \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

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 3363 W Park Place, Pensacola, Florida 32505 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 29th day of March, 2016.



Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

RE: Coe Enforcement Lien 1209 W Yonge Street

MJ

Mylinda Johnson (COC)

Today, 9:51 AM

Sandra F Slay

Reply all |

Label: c9677195-2b3e-4f59-bb5a-1cfd0b2a0683 (5 years) Expires: 9/11/2022 9:51 AM

Total due \$4,494.00

Paid \$211.20

Balance Remaining \$4,282.80

Case Search Case# 2016 CL 023236
ARMSTRONG, MARY J vs. 1209 W YONGE ST

Tools JUDGE NOT SET DIVISION NOT SET CASE F

General Parties Dockets Fees Bonds Registry Case Tasks Disposition Note

Add Fees Delete Selected Fee Assess All Fees Transactions Interest Payoff Calculator

Assessed Fee	Chg Ct	Description	Amount	Total Fee	Paid	Wa
1. <input checked="" type="checkbox"/> ORCEL		CODE ENFORCEMENT LIENS	\$4,445.00	\$4,445.00	\$211.20	
2. <input checked="" type="checkbox"/> ORSQL		PREPARE & RECORD SATISFACT		\$17.00	\$0.00	
3. <input checked="" type="checkbox"/> OR861		PREPARE PAYOFF STATEMENT		\$7.00	\$0.00	
4. <input checked="" type="checkbox"/> ORPPF		PARTIAL PAYMENT PLAN FEE		\$25.00	\$0.00	
5. <input type="checkbox"/>						
Assessed Fees				\$4,494.00	\$211.20	\$0
Total Fees				\$4,494.00	\$211.20	\$0

Mylinda K. Johnson, Operations Supervisor, Official Records

PAM CHILDERS, Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

850-595-4813

NOTICE: 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.

From: Sandra F Slay
Sent: Tuesday, September 12, 2017 9:41 AM
To: Mylinda Johnson (COC)
Subject: Coe Enforcement Lien 1209 W Yonge Street

Morning Mylinda,

Can you tell me if and how much of the lien was paid my Ms. Mary Armstrong? Our Certification of Cost ordered was filed in OR Bk 7675 Pg 1188

Thank you
Sam



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13008

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 10/19/2017

Issue: 5:31 p.m. Public Hearing to Consider an Appeal of an Order Issued by the Contractor Competency Board

From: Bobbie Ellis-Wiggins, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Hearing to consider an Appeal by Jeffrey A. Struck, d/b/a C & S Building & Renovations, Inc., of an Order Issued by the Contractor Competency Board (CCB) on September 12, 2017.

Recommendation: That the Board uphold the Contractor Competency Board's Order issued September 12, 2017, whereby it found Respondent Jeffrey A. Struck, d/b/a C & S Building & Renovations, Inc., in violation of several statutory and Code provisions governing construction contractors and ordered Mr. Struck to pay restitution to the homeowners. Mr. Jeffrey A. Struck is challenging the CCB's Order.

BACKGROUND:

This case arose out of a homeowner's complaint against Jeffrey Struck, d/b/a C & S Building & Renovations, Inc. The CCB issued an Order on September 12, 2017, finding that Mr. Struck violated several statutory and Code provisions governing construction contractors, and ordering that Mr. Struck pay restitution to the homeowners. Mr. Jeffrey Struck is challenging the CCB's Order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Recommendation was approved for legal sufficiency by Bobbie Ellis-Wiggins, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with Sec. 18-59 of the Escambia County Code of Ordinances which provides construction contractors a right to petition the Board of County Commissioners to review decisions of the CCB, and requires the Board of County Commissioners to hear the petitioner's claim at its next regularly scheduled meeting.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Jeffrey Struck's Petition

CCB Proceedings from June 7, 2017

CCB Proceedings from September 6, 2017

9/22/17
AW

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
ON APPEAL FROM THE CONTRACTOR COMPETENCY BOARD
ESCAMBIA COUNTY, FLORIDA**

JEFF STRUCK, dba
C & S BUILDING & RENOVATIONS, INC.,
Respondent/Appellant.

v.
ESCAMBIA COUNTY
CONTRACTOR COMPETENCY BOARD,
Petitioner/Appellee.

Case No.: COM-170200001

PETITION OF THE RESPONDENT

Jeffrey A. Struck, president of C & S Building & Renovations, Inc. (C&S), appeals the outcome of his case heard on September 6, 2017 in the above proceedings before the Contractor Competency Board and the Final Order dated September 12, 2017, and says:

Petitioner/Respondent seeks relief from the findings and award of the Competency Board for the following reasons:

1. The award exceeds the authority of the Board because it is authorized under the ordinance to award restitution (restoration of funds), but not money damages (affirmative relief), and the Board awarded the Owners costs of completion and free appliances.
2. The award is unconstitutional in that it awards the customer breach of contract money damages (cost of completion and free appliances) and requires payment on pain of losing the contractor's license to work, without taking the value of work performed into account. By definition, restitution damages must be offset by the value of the benefit conferred, and the Board refused to consider C&S's evidence of the value of the benefit conferred.
3. The final order is an unconstitutional impairment of contract, because C&S was justified in suspending work after Owner's material breach of contract by nonpayment. When C&S stopped work, it had expended more on project costs than it received. The excess expenditure was caused by the owner's selections (such as tile) that exceeded the contract allowances, and Owners refused to pay the difference.

4. The Board staff has failed to inform C&S of its rules and its appeal rights after direct request for information.

5. There is no Competent Substantial Evidence to Support the Board's Decision in this case, and the Board refused to look at the evidence submitted by C&S, or allow C&S an equal opportunity to present its case.

6. Board staff clearly demonstrated bias and acted as a prosecutor rather than as a neutral administrator during the proceedings, and untruthfully represented to the Board that it had already decided at a previous hearing to impose restitution, when the issue of restitution was postponed in its entirety.

FACTS

This case involves renovation (tile, cabinets, shower) of a kitchen and bath for a customer who failed to pay the second draw amount due under the contract, causing C&S to terminate the contract for non-payment. At the time of termination, C&S paid out-of-pocket for labor, materials and equipment much more than it had received from the customer. The Board's staff adopted the Owner's contract that was materially different than the C&S contract on file. C&S suspended the work and terminated the contract for nonpayment before completion. Board staff adopted the Owner's position that they terminated the contract a month later after demanding C&S to return to work. In either event the contract was terminated, and the Owners bought their own appliances and hired others to finish the job.

Despite the termination of the contract, the Board awarded the customer the cost to finish the job, and the cost of their new appliances. C&S did not receive any money to purchase appliances, which were allowance items under the agreements. The Board's award ignores C&S's outstanding costs that exceed monies received from the customer prior to termination for non-payment. The Board found C&S "Not Guilty" of financial mismanagement or diverting funds. Nevertheless, it awarded the customer contract damages (cost of completion plus appliances). The ordinance only permits the Board to award "restitution", which means, returning funds to the customer that were not used for its project. C&S

submitted evidence (receipts) to the Board showing its out-of-pocket expenditures for improvements incorporated into the customer's home greatly exceeded the sums that were paid for the work. The effect of the Board's award in this case is to reward the customer with "free" appliances as well as a "free" completed job. The Board's award to the customer of free appliances and free cost of completion a true windfall that is repugnant to any concept of "restitution."

C&S also submitted several affidavits and other evidence to show that the job was well supervised and there is no complaint about any defects in the work.

ARGUMENT

1. Award Exceeding the Authority of the Board – Unconstitutional

"Contract Damages" include costs of completion that are subject to set off against C&S's claim for expenses incurred. Costs of completion are unquantifiable damages within the jurisdiction of the legal system – not administrative. Awarding the customer contract damages in this case is unconstitutional, because C&S is deprived of its right to trial by jury. C&S is entitled to judicial relief, because the ordinance does not give the Board the authority or power to award anything other than "restitution."

"Restitution" means to "restore". Restitution damages and Completion damages are mutually exclusive concepts. If C&S had been unjustly enriched (received more money than it expended on the job), then the excess could be returned to the customer as restitution. However, C&S submitted evidence that proves in this case that the customer has already received an economic windfall – the customer received more improvements than it paid for during the work in progress. Now in addition, based on the Board's award, they will receive free appliances and costs of completion at C&S expense.

C&S is subject to losing its license to work if it does not pay the customer according to the Board's judgment. This type of looming penalty, to enforce a windfall to the customer, is not what the ordinance contemplated when it empowered the Board to award "restitution." Restitution is proper to restore to a customer whatever money the contractor should not be allowed to keep, when a

customer has received no benefit from their funds. But in this case the customer received more than was paid for, so the concept of restitution does not apply at all to the facts of this case.

A breach of contract case, on the other hand, would allow the customer to claim cost of completion and would simultaneously allow the contractor to claim its excess expenditures is an action at law. All of the evidence of both parties would be considered by a judge and jury. In this case, C&S is entitled to have its claim and defenses heard and decided by a jury of its peers. The Board's decision to "give away" contract damages to the customer violates C&S's right to a jury trial, in violation of the state and federal constitution.

If this decision of the Board is allowed to stand, the entire ordinance may be stricken as unconstitutional as applied.

2. Failure to Inform Respondent of Appeal Rights –

The Board's staff has failed to inform C&S of its rights to appeal despite repeated request. If there is a procedure to take this entire case up for review, C&S has not been informed how.

3. Lack of Competent Substantial Evidence to Support Decision –

C&S acted properly in the performance of this contract. The testimony at the first hearing clearly demonstrated uncertainty whether permits other than trade permits were required to be pulled. This was tile floor project, shower install, and kitchen cabinet replacement. C&S had a project manager (who was killed in an auto accident during the project) and skilled and licensed tradesmen on site from the inception. It was obvious that the Board never saw the evidence that C&S submitted. If C&S were afforded a fair forum to show the evidence, its good faith performance of the contract is evident. All the evidence shows that the Owners breached the contract by refusal to pay for the work when payment was due.

4. Clearly Demonstrated Bias –

The Board's staff presented the case in a manner that adopted all of the customer's assertions that are disproved by C&S's documentary evidence. The persistent bias demonstrated against C&S during this case deprived C&S of any

fair opportunity to be heard. Whereas the customer was allowed to speak at length during the proceedings, C&S was interrupted and required to take a seat repeatedly, and its evidence was ignored and never even mentioned.

C&S was not permitted to submit its documents (receipts) to the Board at the latest hearing on "restitution" even though the Board's digital devices were not working. The Board refused to receive or look at hard copies of the C&S receipts that were brought to the hearing. The customer was permitted to testify at length how their hopes were dashed by C&S refusal to finish the work, but C&S was not permitted to testify how much it was owed by the customer. The adoption of the customer's emotional position by Board's staff resulted in prejudicial and one-sided presentation of the case, denying C&S of its right to have a fair hearing, to have its evidence considered, and an equal opportunity to be heard.

**DATED and Filed with the Clerk of the Board of County Commissioners,
Hon. Pam Childers,**

on the 22 day of September, 2017.


Affiant: Jeff Struck, President of
C&S Building & Renovations, Inc.

~~CERTIFICATE OF SERVICE~~

I HEREBY CERTIFY that the foregoing document has been furnished electronically to the Board and County Attorney, electronically to the Investigator, Debra ASplund and Board Secretary, Jennifer Hampton, Angela Crawley (adcrawle@myescambia.com) in the County Administrator's office, to the following email address(es): "BELLIS @ myescambia.com", "JHampton @ myescambia.com" and to "DLRASplund @ myescambia.com", adcrawle @ myescambia.com

on this the 22 day of September, 2017.


Affiant: Jeff Struck, President of
C&S Building & Renovations, Inc.

1 MR. HATLER: Do we know when that is?

2 MS. HAMPTON: August 2nd. You will be
3 receiving notices. And actually, Mr. Tran, your
4 notices will go to your counsel. Please make sure
5 you give me a notice with your contact
6 information.

7 MS. ELLIS-WIGGINS: If you will send me a
8 notice of appearance, and if you will send it to
9 me since you haven't received any documentation or
10 you can look at the notice that your client has to
11 get Ms. Hampton the contact information. Thank
12 you.

13 MR. HATLER: I'll file a notice of
14 appearance.

15 MS. ELLIS-WIGGINS: Super.

16 CHAIRMAN: Madam Secretary, we'll take a
17 ten-minute break at this time and reconvene in ten
18 minutes at 10:25.

19 MS. HAMPTON: Thank you.

20 (There was a brief recess.)

21 CHAIRMAN: The Contractor Competency Board
22 is back in session for June 7th. We are now
23 moving into disciplinary hearing Item 10A, Jeff
24 Struck.

25 MS. HAMPTON: Yes, sir, Mr. Chairman. This

1 item has to do with Jeffrey Struck, doing business
2 as C&S Building and Renovations. Certificate of
3 Competency Number DWS0094. Contractor Competency
4 Board Case Number COM170200001.

5 It's in regards to Richard Scurlock,
6 homeowner/complainant, at 1625 Bleu Lane -- it
7 says Pensacola, but it's actually Cantonment. At
8 this time, I guess I would like to hand it over to
9 Deb to just give a brief recap of this
10 investigation.

11 CHAIRMAN: Deb.

12 MS. ASPLUND: Well, you guys might remember,
13 this is the case of when Mr. Struck had hired Mr.
14 Peters to review the job, write the contract,
15 begin the job, but Mr. Struck himself had never
16 even gone to the job, and then Mr. Peters died,
17 then Mr. Struck took over.

18 There was a contract dispute. The contract
19 that the Scurlocks had didn't match the one that
20 Mr. Struck presented and having been given to him
21 by Mr. Peters, and all of them used Mr. Moore's
22 State license number. And both parties are here
23 to speak today. Is that enough of a remainder of
24 which case?

25 MS. HAMPTON: Mr. Chairman, at this time, I

1 would like to read from the administrative
2 complaint in your backup, the counts, which y'all
3 determined at the last hearing, at the probable
4 cause hearing.

5 Count I, Code Section 18-37(d)(13),
6 misconduct or incompetency in the practice of
7 contracting as set forth in Florida Statutes
8 489.129(1)(m).

9 Count II, Code Section 18-37(d)(10),
10 provides that a code violation results from
11 abandonment as set forth in Florida Statutes
12 Section 489.129 and describes the act of
13 abandonment as follows: Abandoning a construction
14 project in which the contractor is engaged or
15 under contract as a contractor.

16 A project may be presumed abandoned after 90
17 days if the contractor terminates the project
18 without just cause or without proper notification
19 to the owner, including the reason for
20 termination, or fails to perform work without just
21 cause for 90 consecutive days.

22 Count III, Code Section 1838-D(15),
23 proceeding on any job without obtaining applicable
24 local building department permits and/or
25 inspection.

1 Count IV, Code Section 18-37(c)(5),
2 diversion of funds for property received for the
3 prosecution or completion of a particular
4 construction project or operation by the
5 contractor when as a result of such diversion a
6 contractor is or will be unable to fulfill the
7 terms of his obligations or contract.

8 Count V, Code Section 18-37(c)(6), financial
9 mismanagement or misconduct in the practice of
10 contracting that causes financial harm to a
11 customer.

12 Count VI, Code Section 18-37(d)(9)(h),
13 failure to supervise construction activities.

14 Count VII, Code Section 18-37(c)(12),
15 violating any provision of this article.

16 Mr. Struck is present today. He did receive
17 this administrative complaint via certified mail.
18 He came in and signed for it in person. If you
19 look at the bottom of your agenda for Mr. Struck,
20 he provided a series of documents that I'm sure he
21 would like to speak about whenever y'all talk to
22 him.

23 CHAIRMAN: Do you have anything else?

24 MS. HAMPTON: No.

25 CHAIRMAN: Okay. Is Mr. Richard Scurlock

1 here?

2 MR. SCURLOCK: Yes.

3 CHAIRMAN: Would you come up, please, sir?

4 MR. SCURLOCK: I'm Richard Scurlock. I live
5 at 1625 Bleu Lane, Cantonment, Florida.

6 (Whereupon, the oath was administered to Mr.
7 and Mrs. Scurlock.)

8 MR. SCURLOCK: I do.

9 MRS. SCURLOCK: Yes.

10 MS. ELLIS-WIGGINS: And we need the wife's
11 name.

12 MR. SCURLOCK: Malia Scurlock, my wife.

13 CHAIRMAN: You swore them both in?

14 COURT REPORTER: Yes, sir.

15 MR. SCURLOCK: Mr. Struck left us abandoned
16 with a destroyed kitchen back in September. He
17 brought us -- we had an original contract that
18 stated all the work that was supposed to be done.
19 We made our payments. We even went over and
20 beyond some of the payments that we should have
21 done early on Mr. Struck's behalf because he was
22 having financial difficulties as he stated to me.

23 Anyway, they really did a number on us. We
24 had dreams of having a nice remodeled kitchen and
25 bath and they kind of quashed those dreams and all

1 of the money that we spent is gone.

2 And we've had to go back and reorder
3 cabinets that they ordered wrong, which I
4 speculate, when Mr. Struck figured out that they
5 had ordered the wrong cabinets and how much it was
6 going to cost him to order new cabinets and to
7 make everything right to fix the problem that he
8 had created.

9 The base cabinets were installed not to
10 code, not to standard. They were too low for
11 appliances. My dishwasher won't go under it.
12 Everything was way too low.

13 So with that being said, I had to hire a new
14 cabinet guy to install new cabinets that I had to
15 order. I ordered new cabinets at a cost of
16 3,141.82 from Burch's Cabinets. I had to get a
17 release from Jeff Struck. He took his sweet time
18 getting me that release so I could deal with
19 Burch's Cabinets.

20 It took months and months and months to get
21 Mr. Struck to sign off that Burch Cabinets could
22 actually do business with us instead of doing it
23 with him as the distributor.

24 So we finally got that done. We ordered
25 cabinets. We hired a cabinet guy to come in and

1 fix the problems. The base cabinets were
2 installed wrong. The crown molding was a two-
3 piece crown molding which was only installed as a
4 one piece, they only used one part of it. It was
5 supposed to extend all the way to the ceiling;
6 that wasn't done, so it all had to come down and
7 be reinstalled properly.

8 Mr. Struck also has allowances in the
9 contract that we originally signed with Tim Peters
10 as his agent that unfortunately passed away. We
11 have allowances for appliances in the kitchen that
12 I actually paid for out of pocket at a cost of
13 \$7,878.

14 Mr. Struck was supposed to supply granite
15 for my countertops, I got none of that. Also, I
16 had to buy the granite outright and have it
17 installed myself at a cost of 4,525, that's
18 \$4,525.

19 The island that Mr. Struck's employees put
20 in has a downdraft system. The downdraft system
21 that they put in, it didn't work. The way they
22 had it configured, they were going to make it all
23 work, but the way they installed the island and
24 the downdraft, it wasn't working.

25 The downdraft is supposed to be inside the

1 cabinet and it pops up and does the downdraft.
2 Well, this was put way behind the cabinet and they
3 created a big void, if you understand me, for it
4 to come up.

5 So the granite people had a hard time with
6 that. My cabinet guy actually fixed it. He cut
7 -- we ordered a new cabinet and we had it
8 installed inside the new cabinet properly the way
9 it's supposed to be done.

10 I had to do new tile work because the
11 cabinets that he bought for the island were wrong
12 and they needed to be pushed back to the
13 downdraft, so it left a gap of -- the floor that
14 Mr. Struck put in, it left a giant gap that had to
15 be filled in.

16 We also had, for the plumbing work that had
17 to be hooked up, the sink and the dishwasher and
18 the refrigerator.

19 Anyway, to make a long story short, Mr.
20 Struck misappropriated money that I had given him
21 and he did not complete my contract. He left us
22 without a kitchen since September until about two
23 weeks ago we finally got our kitchen put together
24 at a cost of \$18,938 to us.

25 We would like to ask for restitution in that

1 amount, or actually, I'm out a lot more money than
2 that, but this is what I can show you on receipts
3 and stuff that we've paid for along the way.

4 It's really caused us a lot of hardship.
5 We've had to wash dishes in our bathtub for almost
6 four-and-a-half, five months. He waited -- he got
7 us over a barrel when he took our kitchen apart,
8 dismantled our kitchen to put the new kitchen in,
9 it was way out of sync. He was supposed to do the
10 hall bathroom first, he was supposed to do the
11 master bathroom second, then he was supposed to do
12 the kitchen last.

13 Well, he finally finished the hall bathroom
14 and then he wanted to go right into the kitchen.
15 I have a reason to believe the reason he wanted to
16 go to the kitchen was so he'd have me over a
17 barrel so he could present me with a new contract
18 for a lot more money. So we've got no working
19 kitchen now. He thinks that he can play us and
20 ask for more money, a lot more money, which we
21 have in the original contract.

22 In the original contract, there's so many
23 items that did not get done according to the
24 contract that were supposed to be done. He has on
25 here \$255 for a storage container that never

1 showed up. When the cabinets came, the storage
2 container was supposed to be set in my yard for
3 the cabinets to be stored in until time of
4 install. That never happened. That's \$255.

5 He was supposed to cover and protect my
6 floors and the rest of my house. My HV/AC unit
7 sucked in so much dust, it just put it -- it
8 distributed it all over the house. For two or
9 three months after these guys left, we were still
10 getting dust everywhere, I mean, in every room,
11 every surface everywhere, which has taken its toll
12 on my HV/AC.

13 Also in the contract he was supposed to in
14 the kitchen install a back splash. That still has
15 not been done and I have not had the funds to do
16 that because of the financial situation this has
17 put me in. I mean, it's cost us a lot of money
18 and we don't have anymore to put into our project.
19 My master bathroom has not even been touched,
20 hasn't even started.

21 Also pendant lights and recess lighting.
22 The recess lighting was done, the pendant lighting
23 has not been done in the kitchen. He was supposed
24 to install sheetrock to the kitchen ceiling, never
25 got done. It still looks rough, there's over

1 spray on everything, it's just a mess.

2 The cabinets that he ordered in the original
3 order were not right. He had every -- he had all
4 of the specs for all of the appliances and things,
5 the sinks and everything that we were putting in
6 our kitchen was forwarded to them so they could
7 order the cabinets according to the specs.

8 He paid no attention to that, apparently,
9 because all the cabinets, the sink was wrong, the
10 refrigerator cabinet was wrong, the island
11 cabinets were wrong and they all had to be
12 reordered.

13 He also makes allowances in the original
14 contract for all of these appliances that I ended
15 up buying out of my pocket that he owes us back
16 for. The master bathroom never got done.

17 He made the statement last time he was in
18 front of this Board to the fact that my kitchen
19 was almost done with the exception of something.
20 I can't remember exactly verbatim what he said,
21 but that was totally untrue.

22 So we are asking for restitution. We've
23 paid a lot of money. This was a dream of ours
24 that got crushed and I just ask for you guys to
25 look at this clearly and make the right decision.

1 I thank you for your time.

2 CHAIRMAN: Mr. Scurlock, do you have a
3 signed contract?

4 MR. SCURLOCK: Yes, sir, I do. Actually, it
5 was signed online via e-mail, which I sent to
6 these guys.

7 MS. ASPLUND: I was never actually able to
8 find that e-mail.

9 MR. SCURLOCK: I do have a copy of the
10 e-mail where we conversed back and forth to Mr.
11 Peters. This is the original contract.

12 MS. HAMPTON: It's part of your backup.

13 CHAIRMAN: I know that one is in here, but
14 it's not signed.

15 MS. HAMPTON: That's correct, sir.

16 MR. SCURLOCK: None of them have a physical
17 signature. It was only online that I did it.

18 CHAIRMAN: But that's what you don't have?

19 MS. ASPLUND: That's what I don't have. I
20 have requested that e-mail. I got a big stack of
21 e-mails, but I never saw that same document in the
22 e-mail.

23 MR. SCURLOCK: I can produce that e-mail if
24 I need to, I definitely can. It matches this
25 contract. He's got another contract that he came

1 up with in September after he tore my kitchen up
2 and had me over a barrel.

3 CHAIRMAN: But that was the original?

4 MR. SCURLOCK: This is the original, yes,
5 sir.

6 MS. ELLIS-WIGGINS: And in order to
7 establish there is the contract in place, did
8 you-all have a meeting of the minds as to these
9 agreements for the work to be performed for that
10 amount of money according to that document there
11 --

12 MR. SCURLOCK: Yes.

13 MS. ELLIS-WIGGINS: -- where you were
14 working with Mr. Peters?

15 MR. SCURLOCK: Yes, ma'am. Yes. We had a
16 meeting, my wife and myself had a meeting with Tim
17 Peters, and there was another gentleman there, I
18 can't remember, it was Bill to my recollection.
19 But anyway, there were four of us there when I
20 signed the contract and I wrote him the first two
21 checks.

22 That's another issue that I wanted to say.
23 We paid \$2,100 the very first day we signed, the
24 same day that we cut them a check for \$23,000 for
25 the first installment of the contract. And that

1 was for a design and layout and engineering on
2 wall moving or removal. There has never been any
3 of that done. There was no permits pulled. There
4 was no letter of commencement. I had a meeting
5 with Jeff one day at his office and I asked him
6 about the letter of commencement; he said that I
7 needed to go down and file it with CHAIRMAN:.

8 So we've been misled. We've been diked.
9 And we have suffered from it.

10 CHAIRMAN: Who did you believe was your
11 contractor?

12 MR. SCURLOCK: C&S Building.

13 CHAIRMAN: Yeah, but the contractor. That's
14 the company.

15 MR. SCURLOCK: The contractor, the owner of
16 the company I knew was Jeff Struck. The agent for
17 Jeff Struck was Timothy Peters who designed this
18 contract.

19 CHAIRMAN: Okay. Come back to my question.
20 Who did you believe your contractor was the person
21 that you needed talk to eyeball to eyeball?

22 MR. SCURLOCK: Oh, it was Tim Peters.

23 CHAIRMAN: He was the general contractor?

24 MR. SCURLOCK: Yes, sir.

25 MS. ELLIS-WIGGINS: Do you understand the

1 question? And I don't mean to sound derogatory.

2 MR. SCURLOCK: Well, no. He was not the
3 general contractor, he was an agent for the
4 general contractor.

5 CHAIRMAN: I come back to my question: Who
6 did you believe was your general contractor?

7 MR. SCURLOCK: When I contacted the company,
8 I contacted C&S to send out a representative.

9 CHAIRMAN: C&S is not a contractor. Who is
10 the contractor?

11 MR. SCURLOCK: Jeff Struck as far as I knew
12 was acting contractor and owner.

13 CHAIRMAN: Okay.

14 MR. SCURLOCK: He was the one I spoke to on
15 the phone. He was the one that sent Tim Peters
16 out.

17 CHAIRMAN: Now you're getting down to why I
18 asked that question.

19 MS. ELLIS-WIGGINS: That's an excellent
20 question. You said you spoke to Mr. Struck?

21 MR. SCURLOCK: Yes, I did, I had spoke to
22 Mr. Struck. After Tim Peters missed his original
23 appointment, I called the office and got Jeff
24 Struck and asked him where Mr. Peters was and he
25 said, well, he was busy, but he would have him

1 come right out at his first availability or
2 whatever. But, yes, Mr. Struck was involved in
3 it.

4 CHAIRMAN: Okay. Any other questions or any
5 questions for him?

6 (No response.)

7 CHAIRMAN: Thank you.

8 MR. SCURLOCK: Sure.

9 CHAIRMAN: Is Mr. Struck here?

10 MR. STRUCK: Yes, sir.

11 CHAIRMAN: Would you please come up and be
12 sworn in?

13 (Whereupon, the oath was administered.)

14 MR. STRUCK: Yes, I do.

15 CHAIRMAN: Your name and address, please?

16 MR. STRUCK: Jeff Struck, 1252 Wilty Lane,
17 Lillian, Alabama. Company address is 9160 Reus
18 Street, Pensacola, Florida.

19 CHAIRMAN: You're the general contractor for
20 C&S Building?

21 MR. STRUCK: I'm the owner of C&S Building.

22 CHAIRMAN: You're the owner and the
23 contractor?

24 MR. STRUCK: I'm qualified, I own the DWS
25 license. The company at the time was qualified by

1 Mike Moore.

2 CHAIRMAN: Okay. Go ahead.

3 MR. STRUCK: Okay. The bathroom was
4 actually 100 percent complete. The kitchen was
5 complete. All of the installations were correct.
6 The people that did the installs on the tile and
7 cabinets have decades of experience. One of them
8 is here now. They've worked for me for years.
9 I've never had an issue with any of these people
10 installing anything wrong.

11 There was some issues with one of the
12 cabinet sizes, which to my understanding, there
13 was a misunderstanding of the refrigerator size or
14 they changed at the last minute the refrigerator
15 they wanted and now the cabinet we ordered didn't
16 fit.

17 As far as allowing the cabinet company to
18 work directly with the property owner, I actually
19 -- it took about a week-and-a-half to get a form
20 from Burch Cabinets, but I signed it that day and
21 sent it right back to Burch Cabinets.

22 So my time involved in releasing to have the
23 cabinet company work directly with him, that was
24 like a 24-hour turnaround. And that was just a
25 matter of me getting to my desk, printing it out,

1 signing it and sending it back.

2 All of the allowances that he's claiming for
3 the refrigerator and for this tile and all that,
4 the allowances in the contract might have been six
5 or eight hundred dollars. He's out buying very
6 high-end stuff. He's exceeded all those
7 allowances. All I asked for was pay the
8 difference. If you spend 2,000 and I gave you
9 800, pay the extra \$1,200. He didn't want to pay
10 that.

11 This was a situation where, obviously, Tim
12 Peters died, we can't go back and ask him, and
13 with Mr. Scurlock it was, but Tim promised me
14 this, but Tim said this, but Tim said he was going
15 to give me that.

16 I said, look, I can't do that. He's not
17 here to ask anymore, all I can do is base what's
18 in writing, and I can do everything in writing for
19 you, but that's all I can do is just honor the
20 written contract.

21 And I can see that if I bent and said, well,
22 Tim said it, let's do it, well, then he would say,
23 well, Tim promised me a pool, and Tim promised me
24 a mother-in-law suite and there would just be no
25 end to it. So the allowances were exceeded every

1 time.

2 As far as the granite was canceled, it was
3 canceled because he didn't pay it. He didn't pay
4 for anything in the kitchen. He didn't pay the
5 second payment. When I turned my back, he had my
6 guys redoing his laundry room. That wasn't in the
7 contract. He never paid for that.

8 So this is a case of a contract that was
9 terminated by my company for lack of payment. Now
10 he wants us to come back and finish it.

11 And of all of these claims that were in the
12 complaint, I have answered with receipts, I've
13 answered with affidavits, I've answered with
14 bookkeeping, everything.

15 He complained about his HV/AC. Construction
16 is dusty. We took normal precautions, we ran
17 plastic over the doorways, we rolled contractor
18 paper in the walkways, we did what we could do.
19 Mr. Santiago is here, he can verify that.

20 He claims that he spent an additional
21 \$18,000 to finish this work. I would like to see
22 receipts. Even if he did, he still owes me
23 \$40,000 on the contract. So he's still \$20,000
24 ahead.

25 The money he give me didn't cover the

1 construction that was done, not even begin to
2 cover it. I've got a small fortune out of my own
3 pocket invested in Mr. Scurlock's house.

4 He claimed that I never paid for the
5 appliances. Well, he never paid me to pay for the
6 appliances, neither did he ever give me any money
7 for tile.

8 As far as everything in the complaint, I
9 have answered it with exhibits, affidavits,
10 receipts. I can show that I was completely on the
11 job from the day of Tim Peters' death. It did
12 take about ten days to rearrange a few things. I
13 was there every other day, every third day at
14 least. So there was no misconduct.

15 There was no diversion of funds. I have
16 receipts for everything. The checks that he paid,
17 33,000 doesn't even cover materials, let alone the
18 labor or our overhead or anything else. So I had
19 to stop the job, I had to terminate the contract
20 for lack of payment, and that's all it boils down
21 to.

22 As far as my financial mismanagement,
23 there's still things out on my credit cards that
24 are in Scurlock's house that he's living with,
25 that he's enjoying that I'm paying for. And I was

1 there, I was there every 48 hours supervising.
2 And I have very competent people like Mr. Santiago
3 there when I wasn't there doing the hands-on work,
4 people that are 40-50 years old, decades of
5 experience, highly competent, been with me for
6 years. And I have never had complaints from them.

7 So I believe my paperwork invalidates any
8 other claims by Mr. Scurlock.

9 CHAIRMAN: Any questions?

10 MR. PICKETT: Paymentwise, how much did he
11 actually pay you?

12 MR. STRUCK: Thirty-three thousand and some
13 change, about that.

14 MR. SCHWARTZ: Total contract price was?

15 MR. STRUCK: Seventy-two thousand. The
16 kitchen is complete except for the countertops.
17 The laundry room was actually done, like I said,
18 behind my back. The flooring, which was supposed
19 to be a 12-by-12 tile or larger, we ended up
20 producing three-by-six herring bone tile, very
21 high-end custom floor. So we came in thinking it
22 was just a basic remodel, everything ended up
23 being very, very high end.

24 And when I asked to be paid for the
25 differences, I was basically shouted at and run

1 out of the house. The bathroom is complete.
2 There was a glass wall and shower door that was
3 put in and that was not into the contract and
4 neither did he pay for it.

5 MR. PICKETT: Was there a second contract or
6 an amendment to the original contract?

7 MR. STRUCK: There was a contract that Tim
8 Peters turned in right before we started the job,
9 and that was \$72,000. That was the contract that
10 I understood I was working off of.

11 A couple weeks into that, Mr. Scurlock
12 presented me with another contract for about
13 \$66,000. And I said, I've never seen this before,
14 and I took it home and I went through everything
15 and I said, look, I don't, I have never seen this
16 before. I gave him the benefit of the doubt.

17 I said it's possible my sales guy made last
18 minute changes without telling me and I offered to
19 honor the lower contract, but the only thing I
20 asked was just pay the difference in the
21 allowances and pay for any upgrades that are above
22 standard builder grade stuff, and he refused.

23 CHAIRMAN: Okay.

24 MS. ELLIS-WIGGINS: The administrative
25 complaint, as you-all are well aware, sets out the

1 timeline and the amounts of the contract, either
2 the June 15th Tim Peters initiates the connection,
3 the 64899 contract. And so the chronology and the
4 amounts are in the administrative complaint in the
5 preamble, the initial paragraph before the counts.

6 And this a narrative of what transpired
7 based on the documentation that we've obtained
8 based on our investigation based on the testimony
9 that we've previously heard.

10 And so as far as the timeline and the facts,
11 they're set out in paragraphs one through 22 in
12 the administrative complaint.

13 CHAIRMAN: Deb, you had?

14 MS. ASPLUND: Well, I just reviewed the
15 contract and some of the things that Mr. Struck
16 said weren't in there are in there, but more to
17 the point, it wasn't supervised, it didn't have
18 permits, it was never inspected and it stalled
19 out. Mr. Struck never went out there until Mr.
20 Peters died.

21 MS. ELLIS-WIGGINS: Almost a month
22 afterwards.

23 MS. HAMPTON: And we could also go down this
24 rabbit hole and rehash all of this many, many,
25 many, many, many times. We are here to review the

1 counts at hand and determine whether a violation
2 exists.

3 MR. STRUCK: It was supervised by Tim Peters
4 who had about 40 years of construction experience.
5 I have an affidavit verifying that. Upon Tim
6 Peters' death and a little bit of resorting, I was
7 there every 48 hours roughly. And I have Ken
8 Santiago present to testify to my continual trips
9 out there.

10 CHAIRMAN: Was Mr. Peters a licensed
11 contractor?

12 MS. HAMPTON: No.

13 CHAIRMAN: Did he have a license?

14 MR. WHITE: He works for him.

15 CHAIRMAN: Mr. Peters was not a general
16 contractor, did not have a contractor's license.

17 MS. HAMPTON: Therefore, supervision duties
18 do not apply to him. He is not the contractor.

19 MS. ELLIS-WIGGINS: And again, the timeline
20 is set out. He started in June and Mr. Peters
21 died August 9th, and Mr. Struck came September 9th
22 -- no, August 11th is when Mr. Peters died, as in
23 paragraph 11, August 11th. And in Paragraph 13,
24 Mr. Struck on September 9th made that connection
25 with the homeowners.

1 MR. STRUCK: Some of the dates --

2 CHAIRMAN: But the project should have had a
3 permit?

4 MS. HAMPTON: Yes, sir.

5 MR. STRUCK: Cabinets and tile? I went to
6 permit a very comparable job a few months earlier
7 and Charles kind of chuckled and said no permit
8 was necessary.

9 MS. HAMPTON: Comparable jobs are not this
10 job.

11 MR. STRUCK: At least with this job being a
12 carbon copy, I assumed that neither would need a
13 permit. Maybe I was mistaken there.

14 MS. ASPLUND: Let me say that when I went to
15 the project, I saw that a wall had been moved -- a
16 door had been taken out and a pocket door had been
17 put in and a wall had been cut. I wouldn't say it
18 was major, but when you have electrical and
19 mechanical and plumbing underneath that, you need
20 to have a master alteration permit so that the sub
21 permits all fall under that master number.

22 In this case, only a plumbing permit was
23 ever pulled for this job, even though some
24 electrical, I talked to the electrician, he is a
25 licensed electrician, he put it under a remodel or

1 repair category.

2 I don't really know the line between that,
3 but I know when that flue, downdraft flue got
4 moved, I talked to Jeff Kelly, the mechanical
5 inspector, he said that required a licensed person
6 and probably a permit.

7 So there were permits required, but
8 generally, when you have one or two sub permits,
9 you need a master alteration permit, which there
10 was none.

11 And Mr. Moore would have had to be listed on
12 that, because he was the general contractor who
13 was allowed to pull permits. He apparently didn't
14 know about the job.

15 MS. HAMPTON: From testimony at the last
16 hearing, probable cause hearing, Mr. Moore had no
17 knowledge of this whole contract at all.

18 CHAIRMAN: I remember that.

19 MR. BELL: Did I recollect a conversation,
20 one of the testimonies that there was, someone
21 said someone else had to file the notice of
22 commencement? Was that in this case?

23 MR. SCURLOCK: Yes.

24 MR. BELL: Would you need to file a notice
25 of commence if it was not a permitted job?

1 MS. ASPLUND: Uh --

2 MS. HAMPTON: It should have been a
3 permitted job.

4 MS. ASPLUND: It should have been a
5 permitted job.

6 MR. BELL: Right. Between the conversation
7 between the two, there was a discussion about a
8 notice of commence; would that have required a
9 permit?

10 MR. TOLBERT: If the cost of construction
11 was under \$2,500, no.

12 MS. ELLIS-WIGGINS: Was it 2,500?

13 MS. HAMPTON: This far exceeded the notice
14 of commencement requirement, yes, if you did need
15 it.

16 MR. BELL: I was just trying to see what...

17 MR. TOLBERT: We only regulate notice of
18 commencements if permit is issued. And clearly,
19 electrical and plumbing should have been issued.
20 It depends on the wall, if it was a load bearing
21 wall or not being taken out.

22 MR. STRUCK: It was a pocket door that was
23 turned into a swing door.

24 MR. TOLBERT: That would not require a
25 permit.

1 MR. STRUCK: Yeah, that's what Charles said.

2 MR. TOLBERT: Going through the list, the
3 wall was removed. If it's load bearing, that
4 needs a permit, if it's not, no. But clearly, the
5 plumbing and electrical.

6 CHAIRMAN: The point is the whole project
7 should have been under a licensed contractor for
8 supervision.

9 MR. TOLBERT: Definitely licensed plumbing
10 contractor, licensed electrician. The master
11 permit, there is some language on cost of
12 construction when that kicks in. Normally, that's
13 what the case is.

14 MR. STRUCK: There was a licensed plumber
15 there and a licensed electrician there.

16 MR. TOLBERT: But I'm talking division one
17 contractor. Division one being a general or
18 building or residential contractor. It would be
19 hard to, unless I got into the nuts and bolts of
20 it, it would be kind of hard to say if one would
21 be required.

22 MS. ELLIS-WIGGINS: If a permit would be
23 required, I mean, a master permit would be
24 required?

25 MR. TOLBERT: Yes. Normally one is pulled.

1 But technically, anything I've seen so far does
2 not require a building permit. An electrical
3 contractor could pull their electrical, plumbing
4 could pull their plumbing if the --

5 CHAIRMAN: That was not done.

6 MR. TOLBERT: Right.

7 MS. ELLIS-WIGGINS: The plumbing, there was
8 a plumbing permit.

9 MS. ASPLUND: There was a plumbing permit.

10 MS. ELLIS-WIGGINS: No electrical.

11 MS. ASPLUND: No electrical and no
12 mechanical.

13 CHAIRMAN: No electrical.

14 MS. ELLIS-WIGGINS: And no mechanical.

15 MS. ASPLUND: No, for the downdraft.

16 MS. ELLIS-WIGGINS: Mr. Tolbert, what's the
17 requirement for a general contractor? I'm trying
18 to ask a permitting question. Do you need a
19 permit? What is the responsibility for the
20 general contractor if there are, if the permits,
21 like for mechanical and electrical, aren't pulled?

22 MR. TOLBERT: Well, just from my experience,
23 if there's a contract for construction, no matter
24 if it requires permits or not, normally, a
25 licensed contractor has to be involved with that

1 contract if it's within the scope of his license.

2 Again, we get involved when permits are
3 pulled, but from my experience, if there is a
4 contract in place, a licensed contractor has to be
5 involved as well when it's within the scope of
6 their license. Obviously, electrical is not going
7 to be in the scope of the license, but the
8 building issues clearly would be.

9 CHAIRMAN: Well, it's my understanding from
10 reading the affidavit, the certified residential
11 contractor, the license was Michael Moore who had
12 no knowledge of this project whatsoever.

13 MS. HAMPTON: That's correct.

14 MR. STRUCK: We spoke about it on the phone,
15 but he was...

16 CHAIRMAN: He had no knowledge of this
17 contract?

18 MR. PICKETT: Did he ever come to the site
19 at all?

20 MR. STRUCK: No.

21 CHAIRMAN: He's the contractor of record and
22 he never went to the site.

23 MR. PICKETT: He never went to the site.

24 MR. WHITE: It seems pretty hard to justify
25 a \$72,000 job without a permit.

1 MR. MAGEE: Amen.

2 MR. TOLBERT: And I'm not going to say
3 what's required -- normally -- with this amount of
4 work, normally we would issue a remodel permit.
5 I'm not going to say we would be required to,
6 especially when there's just sheetrock. And if
7 we're moving non-load bearing walls, if it's load-
8 bearing, clearly, a building permit is required.
9 If insulation is being changed out, then a permit
10 is required; windows, permit is required.

11 Now, I can tell you, you have to realize
12 that just because a permit is not issued does not
13 mean you don't have to be a licensed contractor to
14 contract for construction projects.

15 We only get involved when there's a permit.

16 MS. ELLIS-WIGGINS: We as in the building
17 department as opposed to we as a Contractor
18 Competency Board.

19 MR. TOLBERT: Yes, I am speaking for
20 building inspections.

21 CHAIRMAN: Well, we can proceed to address
22 each count.

23 MS. HAMPTON: That's my suggestion, sir.

24 MR. SCURLOCK: May I say one thing? Also
25 there was foundation work. Also, there was a big

1 hole dug up in my kitchen, in the middle of my
2 kitchen where the island went where all the
3 plumbing and all the downdraft, all the water and
4 all of the electricity had to be brought through
5 the floor. I didn't know if that made any
6 difference on the scope of work. Also, the walls
7 were -- if he got into my master bathroom, he was
8 taking out several walls, that's in the contract.

9 MR. TOLBERT: The foundation work would have
10 required a building permit.

11 MR. SCURLOCK: The foundation had like a
12 four or five foot by three foot hole dug.

13 CHAIRMAN: Deb, did you go out and check
14 this project?

15 MS. ASPLUND: I did. I didn't notice
16 anything about the foundation. I saw that there
17 was a pocket door that a wall that went up like
18 this was cut like this (demonstrating), and that
19 some walls that looked, would have probably been
20 dead walls taken out of the bathroom. But those
21 were the structural things I saw.

22 I talked to Ron McLaughlin (phonetic) who
23 was head building inspector, and asked about that
24 permit after the fact, and he just said when you
25 have the requirement of like two subcontractors,

1 generally you get an alteration permit. And
2 that's what I was basing mine on.

3 MR. TOLBERT: That's true. Again,
4 generally.

5 MS. HAMPTON: That was the testimony at the
6 probably cause hearing. Tim did testify to the
7 fact that when there's two or more, then they
8 generally have that blanket master permit over
9 them.

10 CHAIRMAN: Okay.

11 MR. STRUCK: The foundation work that Mr.
12 Scurlock is speaking about is the cutout for the
13 plumbing for the island sink, that was
14 preexisting, but we did chisel it back a little
15 bit, to, I guess, the plumber chiseled it back a
16 little to fix the pipe to it.

17 CHAIRMAN: Mr. Scurlock.

18 MR. SCURLOCK: Guys, there is no water going
19 to my island. He doesn't know what he's talking
20 about. There is no sink in my island. That was
21 for electricity and for the downdraft duct to be
22 connected, and that was the only purpose for the
23 foundation being cut out, was for the electrical
24 to be run from the wall to the island and for the
25 downdraft to be connected. There is no sink in my

1 island.

2 MR. STRUCK: Adjusting the preexisting duct
3 then.

4 MS. ASPLUND: Which really required a
5 licensed mechanical contractor to do it.

6 CHAIRMAN: All right.

7 MS. HAMPTON: Do you want to take it count
8 by count, Mr. Chairman?

9 CHAIRMAN: Let's take it count by count.
10 Count number one?

11 MS. ELLIS-WIGGINS: Mr. Struck, I believe
12 you can have a seat, and when the Board wants
13 testimony or additional facts, they will call the
14 people that they need when necessary.

15 MS. HAMPTON: Count One, Code Section
16 18-37(d)(13), misconduct or incompetency in the
17 practice of contracting as set forth in Florida
18 Statutes 489.129(1)(m).

19 CHAIRMAN: Motion?

20 MR. MAGEE: I make a motion of guilty.

21 MR. WHITE: I agree, second.

22 CHAIRMAN: Motion has been made and seconded
23 of guilty. The penalty?

24 MS. HAMPTON: The penalty guidelines for
25 this Code Section are as follows: A \$1,000 to

1 \$5,000 fine.

2 MR. MAGEE: One thousand and twenty-five?

3 MS. HAMPTON: To five, one to five.

4 MR. MAGEE: One to five.

5 MR. WHITE: I say \$500.

6 MR. BELL: I have a question. Are the fines
7 going to be payable by the contractor?

8 MS. HAMPTON: I'm sorry?

9 MR. BELL: Are the fines being levied to
10 C&S?

11 MS. HAMPTON: The fines will go to Jeff
12 Struck, because it's against his license. Mr.
13 Moore, his case will be up next.

14 MS. ELLIS-WIGGINS: And as far as C&S, as
15 far as overarching a corporate entity, I think
16 that would be a civil action.

17 MR. BELL: I was just curious as to where
18 this was going to be placed.

19 MS. HAMPTON: This is actually for the
20 license holder Jeff Struck.

21 MS. ELLIS-WIGGINS: Did that answer your
22 question, Mr. Bell?

23 MR. BELL: Yes.

24 CHAIRMAN: We have a motion of guilty with a
25 fine of?

1 MS. HAMPTON: We're waiting.

2 MR. WHITE: \$2,500.

3 CHAIRMAN: \$2,500.

4 MS. HAMPTON: Who made the motion, because I
5 have two separate. Who was the original motion
6 maker?

7 MR. WHITE: Me.

8 MS. HAMPTON: Leroy. And you're saying with
9 a \$2,500 fine?

10 MR. WHITE: Yes.

11 MS. HAMPTON: Okay.

12 CHAIRMAN: Any discussion?

13 (No response.)

14 CHAIRMAN: All those in favor, say aye.

15 (Board members collectively say aye.)

16 CHAIRMAN: Opposed?

17 (None.)

18 CHAIRMAN: Motion passes for guilty, Count
19 Number I, penalty, \$2,500.

20 We move to Count II.

21 MS. HAMPTON: Count II, Code Section
22 18-37(d)(10), abandonment.

23 Abandonment as set forth in Florida Statutes
24 Section 489.129(1)(j). It describes the act of
25 abandonment as follows: Abandoning a construction

1 project in which the contractor is engaged or
2 under contract as a contractor. A project may be
3 presumed abandoned after 90 days if the contractor
4 terminates the project without just cause or
5 without proper notification to the owner,
6 including the reason for termination, or fails to
7 perform work without just cause for 90 consecutive
8 days.

9 The penalty guidelines are as follows: 500
10 to a \$2,000 fine.

11 MS. ELLIS-WIGGINS: And in Paragraph 31 is a
12 calculation of the days.

13 MR. BATCHELOR: I'll make a motion of not
14 guilty.

15 MR. MAGEE: Second.

16 CHAIRMAN: We've got two people talking.

17 MS. ELLIS-WIGGINS: I'm sorry. My bad. Go
18 ahead.

19 CHAIRMAN: No, you can go ahead.

20 MS. ELLIS-WIGGINS: In paragraph 31, the
21 calculation of the days that would be considered
22 by the Board for abandonment is set out for you in
23 paragraph 31.

24 CHAIRMAN: Yes. Now, the motion.

25 MR. BATCHELOR: I have a motion of not

1 guilty on abandonment.

2 CHAIRMAN: A motion made. Do we have a
3 second?

4 MR. MAGEE: And I seconded it.

5 CHAIRMAN: We have a motion made and
6 seconded. Any discussion?

7 (No response.)

8 CHAIRMAN: Being none, all those in favor,
9 say aye.

10 (Board members collectively say aye.)

11 CHAIRMAN: Opposed, like sign?

12 (None.)

13 CHAIRMAN: Being none, the motion of not
14 guilty is approved.

15 Let's move to Count III.

16 MS. HAMPTON: Count III, Code Section
17 18-37(d)(15), proceeding on any job without
18 obtaining applicable local building department
19 permits and/or inspections per Florida Statute
20 489.129(1)(o).

21 MR. MAGEE: I'll make a motion of guilty.

22 CHAIRMAN: Motion of guilty? Is there a
23 second?

24 MS. HAMPTON: The penalty for this violation
25 would be a \$500 to a \$1,500 fine.

1 MR. MAGEE: I make a motion for \$500.

2 CHAIRMAN: Is there a second?

3 MR. BATCHELOR: Second.

4 CHAIRMAN: Motion made and seconded. Is
5 there any discussion?

6 (No response.)

7 CHAIRMAN: Being none, all those in favor,
8 say aye.

9 (Board members collectively say aye.)

10 CHAIRMAN: Opposed, like sign?

11 (None.)

12 CHAIRMAN: Being none, motion of guilty
13 Count III with a \$500 fine is approved.

14 Move to Count IV.

15 MS. HAMPTON: Count IV, Code Section
16 18-37(c)(5), diversion of funds or property
17 received for the prosecution or completion of a
18 particular construction project or operation by
19 the contractor when as a result of such diversion,
20 the contractor is or will be unable to fulfill the
21 terms of his obligation or contract.

22 CHAIRMAN: Entertain a motion?

23 MS. HAMPTON: The penalty guidelines --

24 CHAIRMAN: Go ahead.

25 MS. HAMPTON: -- are as follow: \$100 to a

1 \$5,000 fine and such other penalty as provided by
2 the code.

3 CHAIRMAN: Entertain a motion?

4 MR. BATCHELOR: Motion for not guilty.

5 MR. MAGEE: Second.

6 CHAIRMAN: Motion made and seconded. Any
7 discussion?

8 (No response.)

9 CHAIRMAN: Being none, all those in favor,
10 say aye.

11 (Board members collectively say aye.)

12 CHAIRMAN: Opposed?

13 (None.)

14 CHAIRMAN: Being none, Count IV is not
15 guilty.

16 Count V?

17 MS. HAMPTON: Count V, Section 18-37(c)(6),
18 financial mismanagement or misconduct in the
19 practice of contracting that causes financial harm
20 to a customer.

21 The penalty guidelines are as follows: A
22 \$100 to \$5,000 fine and any such other penalty as
23 provided in the code.

24 CHAIRMAN: Entertain a motion.

25 MR. PICKETT: Motion of guilty with a \$1,000

1 fine.

2 CHAIRMAN: Motion of guilty with \$1,000
3 fine. Do we have a second?

4 MR. MAGEE: Second.

5 CHAIRMAN: Any discussion?

6 MR. SCHWARTZ: It's hard for me to -- he
7 didn't get paid either, you know what I mean? So
8 I have a hard time with this one, so I don't know.
9 I think the homeowner has, you know what I mean --
10 well, but that's fine.

11 CHAIRMAN: Well, from my perspective,
12 financial mismanagement -- financial impact, yes,
13 but I don't know if it's financial mismanagement.

14 MR. BELL: Could we have a recommendation?

15 MS. HAMPTON: Misconduct falls under there
16 as well. It's not exactly mismanagement.

17 CHAIRMAN: But we talked about all of the
18 cabinets not being the right size and having to be
19 reordered and had to have someone else come in and
20 do the job and the fact that he was supposed to
21 get granite tops and didn't get them.

22 MR. PICKETT: And there's two different
23 contracts.

24 CHAIRMAN: Two different contractors
25 involved.

1 MR. SCHWARTZ: Well, Mr. Chairman, there's
2 also an issue in there that the contractor was not
3 paid for a certain amount of that work, and so how
4 far are you going to go until you get paid?

5 MR. BATCHELOR: That is my thought.

6 MR. WHITE: We don't know what the
7 allowances for the appliances were is my point.

8 CHAIRMAN: We had a motion?

9 MS. HAMPTON: The current motion on the
10 table is guilty with \$1,000 fine.

11 CHAIRMAN: Any other discussion?

12 (No response.)

13 CHAIRMAN: If you disagree, vote no. If you
14 agree, vote yes.

15 All those in favor, say aye.

16 (One Board member says aye.)

17 CHAIRMAN: All those in disagreement say no.

18 (Seven Board members say no.)

19 CHAIRMAN: The Count V motion fails.

20 MS. HAMPTON: We need another motion. You
21 need to decide what you want to do with that
22 count.

23 MR. BELL: I have a motion of not guilty
24 Count V.

25 CHAIRMAN: Now you've found him not guilty.

1 MS. HAMPTON: No.

2 MR. BELL: We have to have a motion.

3 MS. HAMPTON: You have to have a motion for
4 not guilty.

5 CHAIRMAN: Okay. Entertain a motion for not
6 guilty?

7 MR. BELL: I'll make a motion.

8 MR. BATCHELOR: I will second that.

9 CHAIRMAN: Motion made and seconded. Any
10 other discussion?

11 (No response.)

12 CHAIRMAN: Being none, all those in favor,
13 say aye.

14 (Board members collectively say aye.)

15 CHAIRMAN: Opposed?

16 (None.)

17 CHAIRMAN: Count V is not guilty.

18 MS. HAMPTON: There was one negative.

19 CHAIRMAN: One negative vote.

20 MS. HAMPTON: Yes.

21 CHAIRMAN: Count VI?

22 MS. HAMPTON: Count VI is Code Section
23 18-37(d)(9)(h), failure to supervise construction
24 activity.

25 The penalty guidelines are as follows: A

1 \$250 to \$1,000 fine and/or probation.

2 CHAIRMAN: I'll entertain a motion.

3 MR. WHITE: I'll make a motion he's guilty
4 on that one.

5 CHAIRMAN: Fine?

6 MR. WHITE: What's the fine?

7 CHAIRMAN: 500 to 1,000.

8 MS. HAMPTON: You can do 250 to 1,000 and/or
9 probation.

10 CHAIRMAN: 250 to 1,000.

11 MR. WHITE: \$500.

12 MS. HAMPTON: \$500.

13 MR. MAGEE: Second.

14 CHAIRMAN: Motion made and seconded of
15 guilty and \$500 fine. Any discussion?

16 MR. WHITE: Yes. I don't think the job was
17 supervised properly or all these mistakes wouldn't
18 have happened. I mean, everybody has a few
19 mistakes, it seems like they had one every day.
20 Something just, somebody wasn't taking care of
21 business. He wants to talk.

22 MS. HAMPTON: I don't think they can when
23 you're in the --

24 CHAIRMAN: We're in the -- this is a Board
25 action now.

1 MS. HAMPTON: Yes, it's a Board action, yes.

2 CHAIRMAN: We're in discussion. Do we have
3 no more discussion on that Count Number VI?

4 (No response.)

5 CHAIRMAN: All those in favor, say aye.

6 (Board members collectively say aye.)

7 CHAIRMAN: Opposed?

8 (None.)

9 CHAIRMAN: Motion passes for guilty \$500
10 fine.

11 Move on to Count Number VII.

12 MS. HAMPTON: Yes, sir, Mr. Chairman. Count
13 VII is Code Section 18-37(c)(12), violating any
14 provision of this article.

15 The penalty guidelines are as follows: \$100
16 to \$5,000 fine and any such other penalty as
17 provided in the Code.

18 CHAIRMAN: Entertain a motion?

19 MR. BATCHELOR: Motion for not guilty.

20 MR. MENEZES: Second.

21 MR. SCHWARTZ: Second.

22 CHAIRMAN: Motion made and seconded not
23 guilty. Any discussion?

24 (No response.)

25 CHAIRMAN: Being none, all those in favor,

1 say aye.

2 (Board members collectively say aye.)

3 CHAIRMAN: Opposed, like sign?

4 (None.)

5 CHAIRMAN: Being none, Count VII motion
6 passes, not guilty.

7 MS. HAMILTON: Mr. Chairman, just to recap,
8 the license holder Jeff Struck has been found
9 guilty of Counts I, III and VI. At this time,
10 Staff requests administrative costs to be added
11 in.

12 CHAIRMAN: Entertain a motion to recover
13 administrative costs.

14 MR. SCHWARTZ: So moved.

15 MR. WHITE: Second.

16 CHAIRMAN: Any discussion?

17 MS. HAMPTON: Into the amount of? I think
18 it's \$350.

19 CHAIRMAN: How much?

20 MS. HAMPTON: It's typically \$350.

21 CHAIRMAN: Three hundred fifty.

22 MR. WHITE: Is there a limit on the time?

23 MS. HAMPTON: Staff usually requests that
24 within 30 days, made payable within 30 days. That
25 is at your discretion, you set a time frame for

1 all these fines. So that is at the Board's
2 discretion.

3 CHAIRMAN: Entertain a motion for 60 days to
4 pay all fees, fines due.

5 MR. BELL: So moved.

6 MR. SCHWARTZ: Second.

7 CHAIRMAN: Motion made and seconded. Any
8 discussion?

9 (No response.)

10 CHAIRMAN: All those in favor, say aye.

11 (Board members collectively say aye.)

12 CHAIRMAN: Opposed?

13 (None.)

14 CHAIRMAN: Being none, motion passes, 60
15 days to pay all fines and fees and administrative
16 costs.

17 MS. HAMPTON: At this time, I don't know if
18 you want to go into restitution. That is at your
19 discretion as well.

20 CHAIRMAN: What is the pleasure of the
21 Board?

22 MR. BELL: Does that need a motion?

23 MS. HAMPTON: Yes.

24 CHAIRMAN: We have to have a motion.

25 MS. HAMPTON: You have to have an amount, a

1 motion and a time frame.

2 MR. BELL: I don't have enough information
3 to go there, so I would move against restitution.

4 MS. ELLIS-WIGGINS: The property owner does
5 have the documentation as to the costs and we can
6 continue that part of this proceeding until the
7 next meeting, so you will have time to get copies
8 of those records if that's what you want. If you
9 want more information as to --

10 CHAIRMAN: I'll entertain a motion to delay
11 the decision on restitution to the next meeting,
12 and depending on receipts of documentation from
13 the homeowner.

14 MR. BELL: Both parties for that.

15 CHAIRMAN: Both parties.

16 MR. BELL: I make a motion to extend the
17 restitution consideration to the next meeting.

18 MS. ELLIS-WIGGINS: Can we add to that,
19 please, a deadline for receipt of that
20 documentation from them both?

21 CHAIRMAN: We have to have it by two weeks.

22 MS. ELLIS-WIGGINS: Two weeks give them.

23 MS. ASPLUND: Two weeks from now.

24 MS. HAMPTON: Is that ten business days?

25 CHAIRMAN: Two weeks from now so we can

1 decide at the next meeting.

2 MR. BELL: Let me add to the motion, ten
3 days to receive the documentation, ten business
4 days.

5 MS. ELLIS-WIGGINS: The issue is if we don't
6 receive it in time, it doesn't get put on the
7 agenda and y'all don't have an opportunity to
8 review it.

9 CHAIRMAN: Okay.

10 MS. ELLIS-WIGGINS: Ten from today?

11 CHAIRMAN: The motion is delayed until the
12 next meeting for the decision on the restitution
13 based on the receipt of documentation from both
14 parties within ten days.

15 MS. ELLIS-WIGGINS: Ten days from today?

16 MS. HAMPTON: Today's date.

17 MR. PICKETT: So if they don't turn it in in
18 ten days?

19 CHAIRMAN: It will not be on the agenda.
20 Any discussion?

21 (No response.)

22 CHAIRMAN: Being none, all those in favor,
23 say aye.

24 (Board members collectively say aye.)

25 CHAIRMAN: Opposed?

1 (None.)

2 CHAIRMAN: Motion passes. They have ten
3 days to get the documentation. We will put it on
4 the agenda if the documentation arrives, if it
5 arrives.

6 Okay. Let's move on to Item 10B.

7 MS. HAMPTON: Yes, sir, Mr. Chairman. Item
8 10B has to do with Michael Moore, doing business
9 as C&S Building and Renovation. State Certified
10 License Number CRC1328915. Contractor Competency
11 Board Case Number COM170200002.

12 It's in regards to Richard Scurlock,
13 homeowner/complainant at 1625 Bleu Lane,
14 Cantonment.

15 This falls in line with our previous case.
16 As we all know, Mr. Moore was the license holder
17 for C&S. He was qualifying license holder for C&S
18 Building and Renovation. I don't know if y'all
19 want to go through this whole rabbit hole again of
20 all this information. I know you will probably
21 want to hear from Mr. Moore. I don't know if the
22 homeowner/complainant can provide any other
23 information than they already have about this
24 situation.

25 Let me read the counts from the admin

1 MR. MAGEE: Second.

2 MR. CHAIRMAN: Any discussion?

3 (None.)

4 MR. CHAIRMAN: All in favor?

5 (Board members vote.)

6 MR. CHAIRMAN: Any opposed?

7 (None.)

8 MR. CHAIRMAN: The motion passed.

9 (The motion passed unanimously.)

10 MR. CHAIRMAN: Thank you, sir.

11 Restitution hearing.

12 MS. HAMPTON: Yes, sir, Mr. Chairman.

13 Item 9A was continued from a previous hearing. It
14 is Jeffrey Struck, doing business as C & S Building
15 & Renovations, Certificate of Competency
16 No.: DWS0094, Contractor Competency Case No.:
17 COM170200001. It's in regards to Richard Scurlock,
18 homeowner/complainant, at 1725 Bleu Lane, Pensacola.

19 Mr. Struck was already found in violation.
20 At that time the Board requested more documentation
21 to determine restitution for that hearing. They
22 asked that the Scurlocks provide receipts and things
23 like that to the Board, and you gave them a time
24 frame in which to do so. They did provide those
25 receipts.

1 Also, at the last meeting date Mr. Struck was
2 going to request a payment plan for the fines for
3 the violation. He couldn't make that hearing, so
4 you decided to continue that as well to this meeting
5 date. I believe he's here with counsel to request a
6 payment plan for the fines and fees as well as
7 address the restitution. The Scurlocks are both
8 present as well.

9 MR. CHAIRMAN: All right. Mr. Struck, would
10 you like to come forward.

11 MS. HAMPTON: This is Ms. Regan. She is
12 counsel for Mr. Struck.

13 MS. REGAN: I am Sharon Regan. Please call
14 me Sharon.

15 MR. CHAIRMAN: Do we need to swear --

16 MS. ELLIS-WIGGINS: We don't need to swear in
17 the attorney. She's not allowed to give testimony,
18 but Mr. Struck does need to be sworn in.

19 (At this time JEFFREY STRUCK was sworn.)

20 MS. HAMPTON: Can you please give your name
21 and address?

22 MR. STRUCK: Jeff Struck, 12521 Wilsey Lane,
23 Lillian, Alabama, 36549.

24 MS. HAMPTON: Thank you, Mr. Struck.

25 MS. REGAN: A point of order. Is the burden

1 on the complainant to show the amount of restitution
2 or what is requested first and then we defend?

3 MS. ELLIS-WIGGINS: The burden is on the
4 homeowner. The burden of proof is -- I wouldn't say
5 it's really inapplicable, but it's not so much a
6 matter of proving the restitution. It's at the
7 discretion of the Board to even consider
8 restitution. And so in that sense, the Board is
9 sitting as the trier of fact to determine the amount
10 of restitution. If the Board elects to award
11 restitution, the Board then sits as the trier of
12 fact to determine the amount of restitution that it
13 will impose. So the Board is required to assess the
14 facts to determine restitution, but it's not a
15 burden of proof issue, really. It's more the Board
16 is able to ask anyone and seek any kind of evidence
17 to satisfy itself that it has the facts it needs to
18 establish an amount of restitution if it elects to
19 impose restitution.

20 MS. REGAN: Thank you. You have been so
21 helpful. And I want to say thank you again.

22 So my understanding is that we have a
23 two-phase process. Phase one is to establish
24 whether or not restitution is valid in the case, and
25 then phase two would be a finding of fact based on

1 the amount if restitution is found to be properly
2 applied. Am I correct?

3 MS. ELLIS-WIGGINS: That's a correct
4 statement. And I believe the Board did find that it
5 wants to impose restitution. That finding was made
6 at the disciplinary proceeding, and so this hearing
7 is to determine the amount of restitution.

8 MR. CHAIRMAN: Thanks for the clarification
9 because I thought we had already ruled that it was
10 restitution. Now we're just questioning what the
11 dollar amount would be.

12 MS. ELLIS-WIGGINS: Correct.

13 MS. REGAN: And then my other question is --
14 I've seen the documentation offered by the
15 complainant, and they have numbered items 1, 2A, 2B,
16 3A, 3B, 4A, and 4B. May I assume that those are the
17 amounts being sought?

18 MS. ELLIS-WIGGINS: You'll have to wait until
19 we get the testimony from the complainant. I don't
20 know the answer to that question, but that's a
21 question you can pose to the Board for its
22 consideration when it hears the testimony of the
23 complainant.

24 MS. REGAN: I just don't want to waste the
25 Board's time. I want to find out what I'm supposed

1 to be doing.

2 MR. CHAIRMAN: Again, should the order be
3 switched and have --

4 MS. HAMPTON: The homeowner first?

5 MS. ELLIS-WIGGINS: I think that's definitely
6 the way to go forward.

7 MR. CHAIRMAN: Let's switch this around.

8 MS. REGAN: Thank you.

9 MS. HAMPTON: Mr. and Mrs. Scurlock, if you
10 will please approach the podium and give us your
11 name and address and be sworn in, please.

12 MR. SCURLOCK: We're Richard and Melia
13 Scurlock. We live at 1625 Bleu Lane, Cantonment,
14 Florida.

15 (At this time RICHARD SCURLOCK and
16 MELIA SCURLOCK were sworn.)

17 MS. HAMPTON: In your backup I believe I have
18 a copy of everything that --

19 MR. CHAIRMAN: There's paper copies to help.

20 MS. HAMPTON: Yes.

21 MR. CHAIRMAN: That would be much
22 appreciated.

23 MS. SCURLOCK: What the lawyer was referring
24 to, those were just receipts. That was just a
25 reference to the statements that I had made that I

1 had typed up for you. Those were just for you to
2 reference the receipts.

3 MR. SCURLOCK: Those are receipts that we've
4 spent since Mr. Struck has not come back to the job.
5 Other than the receipts that we show, we have
6 copies, and I guess you guys do, too.

7 There was some wording in the contract, the
8 original contract, which stated allowances for
9 appliances and for vanities and for sinks and
10 faucets and other things. We would like to ask for
11 that to be considered as well as the receipts we
12 spent out-of-pocket to get our house in working
13 order. It's not complete. It's still not complete
14 because we're shy of money to complete it.

15 There are several things on the contract that
16 Mr. Struck and C & S Building was supposed to
17 complete and were never completed. We still have a
18 master bedroom that was in the contract that hasn't
19 even been touched out of the money that we've
20 already paid Mr. Struck and the money out-of-pocket
21 and the other things that have gone along.

22 There's quite a bit of money out-of-pocket
23 that we spent. We went without a kitchen for more
24 than six months. No running water, no cabinet
25 tops -- or no countertops, no appliances. The only

1 appliance that we had was the refrigerator that we
2 actually brought in ourselves and stuck in the hole
3 so we could have some kind of refrigeration.

4 I don't know what else to let you guys know
5 about. Melia --

6 MS. SCURLOCK: Also, there's been some
7 confusion about the original contract. The last
8 time that we were here I don't believe that y'all
9 had the original contract in front of you. We have
10 provided the original contract. And there were
11 several correspondences back and forth with C & S
12 Building, and you've got all of those via email, and
13 you've got a copy of that, the dates of that also.
14 There was some confusion about that last time, also.

15 MS. ELLIS-WIGGINS: Can you identify the
16 document to which you're referring for the Board's
17 benefit?

18 MS. SCURLOCK: It's in this new batch. It's
19 C & S -- the date on it is 6/15/2016. And then
20 you've also got a copy of the emails that were sent
21 to --

22 MS. ELLIS-WIGGINS: I'm sorry to interrupt.
23 I just want to see what it looks like because the
24 Board has their backup numbered. And if we can give
25 them a number, they will be able to find it.

1 MS. HAMPTON: I'll also provide a paper copy
2 of what she's talking about, and then we'll return
3 it back to her.

4 MR. SCURLOCK: And then they have this as
5 well. Do you guys have this as well with the
6 figures on it, the receipts and the --

7 MS. HAMPTON: They have them in their
8 documents.

9 MS. ELLIS-WIGGINS: Ms. Hampton can identify
10 for the Board based on the numbers of their backup
11 exactly what you're talking about if it's helpful
12 for the Board.

13 MR. CHAIRMAN: Can you refresh our memory of
14 what we have ruled for already?

15 MS. HAMPTON: What he's in violation of?

16 MR. CHAIRMAN: It looks like we've already
17 set a payment plan and an amount.

18 MS. HAMPTON: For the other.

19 MR. CHAIRMAN: Okay.

20 MS. ELLIS-WIGGINS: Does the Board need to
21 refresh its recollection?

22 MR. CHAIRMAN: If you don't mind. We're
23 having some technical difficulties up here.

24 MS. HAMPTON: Yes. The Kindles are messing
25 up.

1 MR. CHAIRMAN: My apologies, but we want to
2 make sure we get refreshed.

3 MS. ELLIS-WIGGINS: Deb can give a review.

4 MS. ASPLUND: Deb Asplund, investigator
5 number 987, Escambia County Building Department.

6 MS. ELLIS-WIGGINS: If you'll be sworn in,
7 Deb.

8 **(At this time DEB ASPLUND was sworn.)**

9 MS. ELLIS-WIGGINS: If the homeowners would
10 please -- you can have a seat at the table while
11 Ms. Asplund reviews the case.

12 MS. ASPLUND: Are you ready?

13 MS. HAMPTON: Yes. I'm bringing them up.

14 MR. CHAIRMAN: You can go ahead if you want
15 to.

16 MS. ASPLUND: So this is a case where C & S
17 sent out their salesman, Mr. Peters, to sell this
18 job. Mr. Peters oversaw it. And then at the end of
19 the summer he passed away. In which case that was
20 when Mr. Struck first came to this family. The
21 kitchen was in partial -- it was only partially
22 done.

23 At that time Mr. Struck presented a contract
24 to the Scurlocks, like in October, saying that this
25 was the document that Mr. Peters had turned into

1 them, but it was a mismatch for the document that
2 they agreed to and signed in June. There's quite a
3 difference in the dollar amounts.

4 So when they're talking about the first
5 contract and the second contract -- the first
6 contract was written in June with Mr. Peters, and
7 they have a copy of that, and they have an email
8 saying where they signed it. And then the second
9 contract that Mr. Struck has come under discussion
10 with is one that he presented that they never signed
11 and never agreed to.

12 So the first contract in June -- which the
13 dollar amount is \$64,899 -- was considered by this
14 Board, as I recall, the valid contract. Because the
15 one that was supplied in October by Mr. Struck that
16 he said was from Mr. Peters was that amount plus an
17 additional \$26,500.

18 So when we're talking about contracts, the
19 June contract was the one that the Scurlocks signed
20 that included two bathrooms and a kitchen. The
21 second contract was one that Mr. Struck delivered to
22 them after Mr. Peters died saying that this was the
23 one that Mr. Peters had submitted to C & S on their
24 behalf which the Scurlocks had never seen.

25 MS. ELLIS-WIGGINS: What is the staff's

1 position as to the contract that was in operation
2 for the work?

3 MS. ASPLUND: Well, there is an email backup
4 where the Scurlocks in June said we accept the
5 contract. And this contract is dated 6/15. And
6 this is the copy that they gave me showing \$64,899.
7 I do believe that during the conversation previously
8 in this hearing that was the contract that was
9 determined to be the dollar value for the job which
10 included two bathrooms and a kitchen.

11 MS. ELLIS-WIGGINS: For the backup purposes,
12 where do we find that contract that you're referring
13 to?

14 MS. ASPLUND: It must have been really early
15 on.

16 MS. HAMPTON: Yes, it's the paper copy that
17 the Board has.

18 MS. ASPLUND: I received it January 19, 2017.
19 So since then it's been somewhere in your backups.

20 MS. REGAN: Excuse me, Ms. Ellis? May I see
21 the one that --

22 MS. ELLIS-WIGGINS: Oh, absolutely. I
23 apologize.

24 MS. REGAN: Because there's actually three
25 contracts.

1 MR. CHAIRMAN: This is the one that we --

2 MS. ELLIS-WIGGINS: And this is not an
3 opportunity to go back and revisit what contract was
4 operative as the Board has already made that
5 decision.

6 MS. REGAN: Thank you.

7 MS. ELLIS-WIGGINS: So for purposes of the
8 hearing, the Board decided that this is the contract
9 under which the parties were operating.

10 MS. REGAN: I did not see that finding of
11 fact in the transcript.

12 MS. ELLIS-WIGGINS: I haven't reviewed the
13 transcript with that in mind. I can definitely do
14 that.

15 MS. HAMPTON: I don't think they ever
16 determined which actual contract was the correct
17 contract. I know they found him in violation of --

18 MS. ELLIS-WIGGINS: Of that contract.

19 MS. REGAN: And the Board's aware that we've
20 provided an affidavit with all three contracts
21 attached to it. And I do have a hard copy if you
22 would like to compare them side by side.

23 MR. CHAIRMAN: That's fine.

24 MS. ELLIS-WIGGINS: I'm not comfortable going
25 back to revisit which contract is which until I

1 review the --

2 MR. CHAIRMAN: Well, I think from my
3 perspective, I'm not -- we're moving forward to what
4 are the actual damages.

5 MS. ELLIS-WIGGINS: Correct.

6 MR. CHAIRMAN: But I think this may give us
7 information as to what the parties may have as far
8 as -- not as far as the contract. I'm just trying
9 to figure out what are the damages, if that works
10 for you.

11 MS. ELLIS-WIGGINS: Absolutely.

12 MR. CHAIRMAN: I apologize. We're just
13 having trouble figuring out what in our backup has
14 been approved and what has not. The information
15 provided in the backup -- the affidavit of
16 respondent is in there, and then we have the
17 proposed payment plan of respondent. Is that what
18 we're reviewing right now?

19 MS. REGAN: No, sir. I provided the backup
20 of the three contracts because the issue of which
21 contract exists has arisen.

22 MR. CHAIRMAN: Yes, I'm not as -- per
23 counsel, we've passed that point. We're trying to
24 figure out what is the restitution --

25 MS. REGAN: Yes, sir.

1 MR. CHAIRMAN: -- that needs to be paid.

2 Is the staff okay with -- do you want to hear
3 from -- let's hear from the homeowners again,
4 please. What we're trying to determine is what is
5 the amount you're requesting for restitution.

6 MR. SCURLOCK: Well, if I had a calculator
7 here, I could probably be more efficient.

8 MS. SCURLOCK: On the back page of the letter
9 that I have it states there the money that we paid
10 to Jeff Struck per checks -- we paid three different
11 checks to C & S and to Jeff Struck.

12 MS. ELLIS-WIGGINS: Excuse me one minute. On
13 behalf of the court reporter, can you understand
14 her?

15 THE COURT REPORTER: Yes, but she could speak
16 up a little bit. I'm getting what she's saying.

17 MS. SCURLOCK: Also it says that our
18 out-of-pocket expenses -- I itemized what we paid
19 out of pocket, and I have the receipts to back that
20 up. The total amount of money that we've spent out
21 of pocket, including what we paid Jeff Struck,
22 \$68,486. I don't know --

23 MR. SCURLOCK: Pretty much to make it simple,
24 what we're asking for is the allowances that were in
25 the contract for the dollar amount that our

1 allowances state. And then for the money that we
2 have spent since Mr. Struck and C & S has left the
3 project on us to finish, that's what these receipts
4 are.

5 MS. SCURLOCK: Which was \$18,527. That's
6 what we paid out of pocket.

7 MR. SCURLOCK: Since Mr. Struck left our
8 home, we've paid \$18,527 out of our pocket to finish
9 the project, plus the allowances left on the
10 contract that we had already paid. Monies that we
11 had already paid Mr. Struck that we bought out of
12 our own pocket as well. We never had -- in the
13 contract it states allowances would be paid for by
14 the contractor.

15 MS. SCURLOCK: And we had already --

16 MR. SCURLOCK: He never bought any --

17 THE COURT REPORTER: One at a time, please.

18 MR. SCURLOCK: He never bought any of the --
19 he never paid for any of the allowances that were
20 set forth in the contract.

21 MR. CHAIRMAN: How much have you paid him?

22 MR. SCURLOCK: That's what we said, 58 --

23 MS. SCURLOCK: We paid him \$39,959 which was
24 supposed to have included the appliances, the
25 plumber, the faucets, the cabinets, the cabinets

1 installed, which had to be reordered. The cabinets
2 had to be reordered at \$3,000. Reinstalled at
3 \$2,000. And granite and installation that was
4 supposed to have been -- at some point we already
5 paid for. It's \$4,525.

6 MS. ELLIS-WIGGINS: May I ask a question,
7 please?

8 MR. CHAIRMAN: Please.

9 MS. ELLIS-WIGGINS: These numbers -- how did
10 you arrive at these numbers based on this June 15,
11 2016 --

12 MR. SCURLOCK: These are numbers that are
13 taken directly from the receipts that we've paid.
14 In your folder I think you have them as well. And
15 the numbers that come from the contract for
16 allowances.

17 MS. ELLIS-WIGGINS: This 6/15/2016 contract?

18 MS. SCURLOCK: Yes.

19 MR. SCURLOCK: Yes. There was supposed --
20 the job was never finished so there was supposed to
21 be three draws on the job. We paid initially, and
22 then we paid another \$10,000 before it was even time
23 to pay that money because there was supposed to be a
24 completion ratio where we gave the next payment.
25 Well, he came to me and told me he needed some more

1 money, and I gave him a 10,000-dollar check with a
2 verbal agreement that he would be done at my house
3 by September, complete. Well, that never came to
4 fruition. He took \$10,000, and then in October he
5 disappeared.

6 MS. ELLIS-WIGGINS: So another point of
7 clarification just for the record so that we
8 understand what the facts are.

9 MR. SCURLOCK: Yes, ma'am.

10 MS. ELLIS-WIGGINS: You paid Mr. Struck
11 \$39,959. And then the items that you've listed
12 there are allowance items per the 6/5/2016 contract.

13 MS. SCURLOCK: Yes.

14 MS. HAMPTON: Mr. Chairman, if there's some
15 discussion over which contract we were going by at
16 that hearing whenever Mr. Struck was up for
17 disciplinary -- from testimony from those minutes,
18 just to clarify this for everyone, Mr. Struck is at
19 the podium and he said, "There was a contract that
20 Tim Peters turned in right before we started the
21 job, and that was 72,000. That was the contract
22 that I understood I was working off of.

23 "A couple of weeks into that, Mr. Scurlock
24 presented me with another contract for about
25 \$68,000," which is the contract that they've given

1 to you.

2 MS. ELLIS-WIGGINS: 68,000.

3 MS. HAMPTON: Yes.

4 "And I said, I've never seen this before, and
5 I took it home and I went through everything, and I
6 said, look, I don't, I have never seen this before.
7 I gave him the benefit of the doubt.

8 "I said it's possible my sales guy made
9 last-minute changes without telling me and I offered
10 to honor the lower contract."

11 So at the time of the disciplinary hearing
12 and from Mr. Struck's testimony, that is the
13 contract that we were looking at for the contract
14 for this project.

15 MR. CHAIRMAN: Okay. Are we clear on what
16 has been paid and what was left not done?

17 MS. ELLIS-WIGGINS: Back to what I was asking
18 you all for the record and for my edification, the
19 39,959 is what you paid to Mr. Struck?

20 MR. SCURLOCK: Yes.

21 MS. ELLIS-WIGGINS: And then the items that
22 you have listed, those were the items from this
23 June 15th contract that were identified as allowance
24 items?

25 MR. SCURLOCK: No, ma'am. These are -- these

1 items that we have listed on the page that we
2 provided, these are receipts and payments that we've
3 made to a plumber to finish our plumbing, appliances
4 that we bought out of pocket, the cabinet reorder,
5 the cabinet install, the granite, and the install of
6 the granite, which still leaves us shy because
7 there's still a lot of work that was worded in the
8 contract that was never done.

9 MS. ELLIS-WIGGINS: So the 39,959, did that
10 include the cabinet reorder and the cabinet install?

11 MR. SCURLOCK: The 39, that was the total
12 that we paid C & S. That was to include the
13 appliances, the allowances, and the labor and
14 whatever part Mr. Struck -- there's a lot of other
15 things that were involved in that, a dumpster that
16 we never had. They delivered a dumpster that was
17 three-quarters of the way full to my house from
18 another job.

19 MS. ELLIS-WIGGINS: I guess I'll back out now
20 and let the Board ask questions, but I think that --

21 MR. CHAIRMAN: We're on the same page. What
22 I'm trying to determine is -- you paid the
23 contractor the 39,000 and some change.

24 MR. SCURLOCK: Yes, sir.

25 MR. CHAIRMAN: How much of that work was done

1 and what is your restitution from that? I don't
2 think -- the itemization, to me, may or may not be
3 the issue, but if you paid him 39,000 what did you
4 get?

5 MR. SCURLOCK: I got a partially completed
6 hall bathroom that had to be done twice because they
7 botched it on the first one. When I came home from
8 out of state, I walked in and there was no vapor
9 barrier. So I called Mr. Peters, and he came over.
10 He pulled the shower out, and he pulled his
11 installer out, and he started all over from fresh.
12 So that was another expense that they had that -- I
13 don't know where to put that, you know.

14 MR. CHAIRMAN: I'm trying to --

15 MS. ELLIS-WIGGINS: I am with you, Mr. Bell.
16 I think for purposes of determining restitution, and
17 the Board can correct me, please -- but what
18 restitution is is an effort to make you whole.
19 Regardless of what contract the Board elects to
20 adopt as the contract, the starting point is the
21 39,959 that you paid to Mr. Struck. And then from
22 that we need to know how much you received for that
23 and any additional costs you had to pay to redo,
24 repair.

25 MR. SCURLOCK: What Mr. Struck did not do.

1 MS. ELLIS-WIGGINS: No, not what he didn't
2 do, because this represents what you paid for
3 services. If he did something that was incorrect
4 and had to be redone, I think that amount is valid
5 for the Board to consider for restitution. If you
6 paid him an amount that was to cover something and
7 that wasn't done, the Board needs to know the
8 portion of this 39,959 that was to be allocated to
9 that service that you didn't receive. So, for
10 example, if it was going to cost \$10,000 for
11 cabinets, and you paid 39,959 and you didn't get
12 cabinets and that was supposed to include cabinets,
13 then it seems like there's a 10,000-dollar
14 discrepancy. Is that consistent with the Board's --

15 MR. CHAIRMAN: What did you pay for and not
16 get?

17 MS. ELLIS-WIGGINS: Exactly.

18 MR. CHAIRMAN: Subtract those two numbers for
19 me.

20 MS. SCURLOCK: The only way I know to make
21 this understood is that he did not -- we did not see
22 receipts from Jeff Struck to show us what he
23 purchased, at what price he purchased the cabinets
24 at. So I don't know what the value of the original
25 cabinets was that he put in. Those cabinets had to

1 be torn out and redone, and we paid that
2 out-of-pocket.

3 MR. SCURLOCK: They were installed
4 improperly. They weren't to the right height, so
5 our appliances didn't fit under the cabinets. So we
6 had to raise them up. So that was one expense,
7 okay?

8 MR. CHAIRMAN: What did you pay for that was
9 done in the contract? That may be easier.

10 MS. ELLIS-WIGGINS: That was done and didn't
11 have to be --

12 MR. CHAIRMAN: Didn't have to be redone.

13 MS. ELLIS-WIGGINS: What do you have to show
14 for your 39,959?

15 MR. SCURLOCK: Okay. I have a partially
16 completed hall bathroom, and then I had a totally
17 dysfunctional kitchen.

18 MS. ELLIS-WIGGINS: But the question is --

19 MR. CHAIRMAN: I need a number.

20 MR. SCURLOCK: You need to know what the
21 value is of what he did?

22 MR. CHAIRMAN: Yes. You're coming to me and
23 asking for restitution, and I need to know what the
24 dollar amount is you're requesting for that
25 restitution.

1 MR. SCURLOCK: Okay. We would like to ask
2 for the \$8,000, approximately \$8,000, in allowances
3 that were in the original contract.

4 MS. SCURLOCK: The appliances.

5 MS. ELLIS-WIGGINS: What's the basis for
6 asking for that?

7 MR. SCURLOCK: Because it was allowances that
8 were written into the original contract --

9 MS. SCURLOCK: That we had already paid for.

10 MR. SCURLOCK: -- that we had already paid
11 for by paying the 39,000.

12 MS. ELLIS-WIGGINS: Well, see, that's the
13 question that Mr. Bell is asking.

14 MR. CHAIRMAN: That's good. Keep going that
15 route.

16 MR. SCURLOCK: And then we also paid to have
17 the kitchen brought back to work. For the cabinet
18 reorder it was \$3,141, which we'd like to ask for
19 that because that was a mistake on their part.

20 MR. CHAIRMAN: Okay.

21 MR. SCURLOCK: To have those cabinets
22 installed was \$2,380. And then for granite that was
23 supposed to be purchased from the contract, \$4,525.

24 MR. CHAIRMAN: And those were to be included
25 in the 39,000 that you did pay?

1 MR. SCURLOCK: Yes, sir.

2 MS. ELLIS-WIGGINS: And you didn't get those.
3 These numbers you just gave us are above and beyond
4 the 39,959.

5 MR. SCURLOCK: Yes, ma'am. All of this
6 should be added on top of what we already paid him
7 out of our pocket. We paid a plumber \$663.

8 MS. SCURLOCK: The total is \$18,527 out of
9 pocket that we paid him in addition to the -- I'm
10 sorry. Out of pocket that we paid for services and
11 appliances --

12 MR. SCURLOCK: Outside of the 39,000.

13 MS. ELLIS-WIGGINS: So you added the 18,527
14 to the 39,959 to get 58,486?

15 MR. SCURLOCK: That's our total expenses.

16 MS. ELLIS-WIGGINS: So are you asking for
17 18,527?

18 MR. SCURLOCK: Yes, ma'am.

19 MS. SCURLOCK: That would be fair, I would
20 imagine.

21 MR. SCURLOCK: That includes the actual price
22 of the appliances, not the allowance that was stated
23 in the contract.

24 MR. CHAIRMAN: So you're asking us for the
25 18,527?

1 MR. SCURLOCK: Yes, sir.

2 MR. SCHWARTZ: I do have a question in that
3 vein. You had an allowance for appliances.

4 MR. SCURLOCK: Yes, sir.

5 MR. SCHWARTZ: When you purchased appliances
6 out of your pocket, did you exceed the allowance?
7 Did you upgrade?

8 MR. SCURLOCK: No, we were under.

9 MS. SCURLOCK: We were under.

10 MR. SCHWARTZ: You were under?

11 MR. SCURLOCK: Yes.

12 MR. SCHWARTZ: Okay. That's all I wanted to
13 see.

14 MR. SCURLOCK: If you look --

15 MR. SCHWARTZ: I was looking through all of
16 that. I just needed a clarification there. If it
17 was upgraded, it would not be on his --

18 MR. SCURLOCK: Understand. We stayed under
19 the 8,000 whatever.

20 MS. SCURLOCK: \$332 under the allowance.

21 MR. SCHWARTZ: Okay.

22 MR. CHAIRMAN: So we're clear on what you're
23 requesting?

24 MS. SCURLOCK: Yes, sir.

25 MR. SCURLOCK: I think so. It's been a very

1 trying experience. We've learned a lot.

2 MR. CHAIRMAN: Thank you. I appreciate it.

3 MS. REGAN: Thank you, Chairman. I heard the
4 number 39,000 which is stated in this letter;
5 however, the record reflects two checks were written
6 to C & S. One is in the amount of 23,859, and the
7 second one is 10,000. So the true number that was
8 received by my client was 33,000, not 39, for
9 restitution purposes.

10 MS. ELLIS-WIGGINS: And I think for
11 restitution purposes -- if I can interrupt -- is
12 that it's not so much the 39,959 that's operative,
13 but it's more the 18,527 is the total of those costs
14 that were paid for allowances and a redo. So I
15 don't even know if it matters whether we start at
16 the 39,959 or we start from a different number.

17 MR. CHAIRMAN: Yes.

18 MS. ELLIS-WIGGINS: Is that consistent with
19 what the Board's assessment is?

20 MR. CHAIRMAN: We're going in that direction.

21 MS. REGAN: Yes, sir. And so it's important
22 to understand the nature of restitution which I
23 believe that the complainant misunderstands.

24 Restitution means to restore or to return
25 monies that have been taken in equity wrongfully,

1 like a theft. If somebody has taken money and then
2 not delivered, that would be wrongfully received
3 funds.

4 MR. CHAIRMAN: We're looking to see -- I
5 think we're clear on what we're looking at. Why
6 would we not grant the restitution that they
7 request?

8 MS. REGAN: Yes, sir, I brought evidence to
9 show you why. And it's already in your backup.
10 It's the receipts that C & S did spend the money on
11 that shows that over \$45,000 was spent towards this
12 project out of pocket on items.

13 MR. CHAIRMAN: But there were a lot of items
14 that weren't complete. So I'm really not --

15 MS. REGAN: That's true.

16 MR. CHAIRMAN: I understand that people have
17 spent money, but they didn't get what they paid for.

18 MS. REGAN: Correct, which is why
19 acknowledging what restitution is is so important
20 because what the complainant in this case is really
21 seeking is cost of completion. Cost of completion
22 as your learned counsel has already articulated is
23 an affirmative relief, and only courts can provide
24 affirmative relief. Restitution means giving back
25 something wrongfully withheld without giving value

1 for it. Whereas, cost of completion damages are an
2 affirmative relief, something that would go to a
3 civil trial and the court would do an accounting
4 between how much was over on allowance "A" and --

5 MR. CHAIRMAN: We're not going in that
6 direction. We know that they have paid the
7 contractor a certain amount of money.

8 MS. REGAN: Yes, sir.

9 MR. CHAIRMAN: And they had to go out of
10 pocket to pay for some of those items --

11 MS. REGAN: Yes, sir.

12 MR. CHAIRMAN: -- totaling 18,000. They're
13 asking for the contractor to reimburse them that
14 \$18,000 and some change.

15 MS. REGAN: Correct. And out of the 18,000
16 7818 is for allowances that the homeowner went out
17 and purchased their own appliances.

18 MR. CHAIRMAN: But they gave the
19 contractor --

20 MS. REGAN: They never gave the contractor
21 any sum for appliances. They went out and purchased
22 it. Instead of giving the contractor his second
23 draw which was supposed to be \$20,000, they gave him
24 10 and went and bought their own appliances.

25 MR. SCHWARTZ: Well, if the contractor would

1 have fulfilled his obligation to deliver the
2 contract, we would not be here at this point in
3 time, and that didn't happen due to situations of,
4 in my opinion, poor management of the job and an
5 untimely death involved in this whole project. But
6 it still remains that the job was not completed and
7 the homeowner had to complete it with out-of-pocket
8 funds, and the contractor did not honor for whatever
9 reasons the balance of the contract, and so there's
10 a discrepancy in the finances which is where we are
11 now, and restitution is what we're looking at to
12 make these people whole.

13 MS. REGAN: I understand, Mr. Schwartz. Let
14 me remind the Board that my contractor/client
15 terminated this project for nonpayment and that the
16 Board found my client at the June hearing not guilty
17 of financial misconduct or diversion of funds. And
18 therefore, having provided the backup with receipts
19 that over 40,00-some-thousand dollars has been spent
20 on the project to benefit the owner, there is no
21 restitution warranted in this case.

22 And I would like to make one other point.
23 The contractor in this case is C & S Construction.
24 That's a corporation. But what the complainant is
25 seeking from this Board is personal restitution from

1 Mr. Struck. Mr. Struck never received one nickel on
2 this project. No salary, no wages, no O & P. He
3 spent every dollar received on the cost of the work.

4 MS. ELLIS-WIGGINS: And that's really
5 irrelevant to the Board's determination because when
6 you qualify a corporation as a licensed contractor,
7 it is -- it's separate from corporate law that the
8 entity is as though it is the individual licensed
9 contractor. And that's the way the licensing
10 statute and ordinance works. You take your license
11 and you qualify the corporation with your license.

12 MS. REGAN: I misunderstood the transcript
13 where I read that you said this is against
14 Mr. Struck and C & S is a civil matter, so my
15 apologies to you.

16 MS. ELLIS-WIGGINS: Ms. Hampton has some
17 clarification about the record.

18 MS. HAMPTON: Yes. In the record from the
19 testimony from both the homeowner and Mr. Struck it
20 was determined that it wasn't for nonpayment, the
21 reason he did not finish out the job. He actually
22 left the job. The Scurlocks contacted him several
23 times about the job, and y'all were facing looking
24 at abandonment with him.

25 Now, it goes back and forth. They filed a

1 complaint, and Mr. Struck never returned to the job.
2 So the complaint was filed with our department, with
3 our Board, and it wasn't for nonpayment. It was
4 never -- even though I know that's what your client
5 is telling you. That's not what was told to this
6 Board.

7 MS. REGAN: Well, understand that I've
8 studied the material very extensively, and the
9 timeline shows that the project was terminated by
10 C & S in October, and the owner sent their letter
11 demanding them to return to work in November. It
12 may help the homeowner -- I've made copies of the
13 receipts so they can see where the money went. And
14 I've brought a copy for the homeowner hoping that
15 would alleviate their concerns.

16 MS. ELLIS-WIGGINS: Before you proceed, on
17 behalf of the Board, can I ask for the Board,
18 please, to identify what the issues are so that we
19 stay on track and that the Board hears relevant
20 information relevant to the Board's determination.

21 MR. CHAIRMAN: Yes. I think we've already
22 made a lot of determinations in the last hearing
23 that we had. Now we're just looking for the
24 restitution amount. So there's a lot of stuff
25 that's being rehashed it sounds like from prior to

1 today, and that's already been settled.

2 MS. REGAN: Yes. And of the items that are
3 being sought by the homeowner --

4 MS. ELLIS-WIGGINS: Excuse me. Will you let
5 Mr. Bell finish? I'm sorry. The Board sits as --
6 it's a quasi-judicial hearing and the Board sits as
7 though it's a judge. It's the trier of fact and it
8 determines the law as well as the facts. I believe
9 Mr. Bell was saying something about the proceedings.
10 If you will please just let him finish.

11 MS. REGAN: Oh, I apologize.

12 MR. CHAIRMAN: I think we have -- prior to
13 you becoming involved, we had a hearing or had a
14 session before and determined that restitution is
15 owed. We're determining the amount of restitution
16 today. The homeowners have said that part of the
17 contract that they paid was to be used to purchase
18 appliances. They went out and bought those
19 appliances because he did not provide them from
20 funds they gave him. That's what we're looking at
21 today. And we've totaled that dollar amount to just
22 over \$18,000.

23 MS. REGAN: Out of the 18,000 that is being
24 sought the allowances were never paid to the
25 contractor to buy for the homeowner.

1 MR. CHAIRMAN: He was paid some money and the
2 job was not completed and was not done timely. And
3 there were some questions about who did the contract
4 and the person passed away and all of that. I'm not
5 worried about what was done. I think they have
6 qualified to me, to the Board, a certain dollar
7 amount, so I don't -- to go back and rehash what was
8 done -- it doesn't seem like he's fulfilled his
9 contractual obligation at some point, so they had to
10 step in and continue to finish the work.

11 MS. REGAN: Well, if they had paid the
12 contractor the amounts due under the contract, then
13 certainly he would have an obligation to come
14 forward and do that work. But when the homeowner
15 fails to pay, at some point it's impossible for the
16 contractor to go forward and continue with costs of
17 completion when the costs of completion are not in
18 his hands to spend. And that is the dilemma that I
19 think that you're confronted with.

20 Have I been helpful to you?

21 MR. SCHWARTZ: You're clear on that, but I
22 have to take exception to it. If the contractor
23 failed to supervise the job properly and there were
24 multiple redo's or wrong items ordered, expensive
25 items ordered, according to the homeowner, and had

1 to be redone, then regardless of whether the
2 contractor was making money or losing money, he had
3 an obligation to complete the job, and apparently
4 there were problems involved in this job. Whose
5 fault? I don't know, but it ultimately winds up on
6 the contractor. If he spent more money than he had
7 in the contract, that's his problem. He still has
8 the responsibility to honor the contract and make
9 the consumer whole, and he's not done it.
10 Therefore, we've reached this juncture where we're
11 looking for how much money it takes to make the
12 homeowner whole.

13 MS. REGAN: This contractor is out of pocket
14 over \$14,000 in this job. Whether the costs of redo
15 have already been penalized within that 14,000 --

16 MR. SCHWARTZ: That's not our problem. If
17 he's \$100,000 out and he had a contract --

18 MR. STRUCK: There are no receipts for
19 redo's.

20 MS. REGAN: Would you like to speak to the
21 Board directly?

22 MR. STRUCK: I just wanted to point out that
23 there are no receipts for redo's. I've been through
24 the entire packet, and I haven't found a single
25 receipt for anything redone. Scurlock has submitted

1 receipts for countertops and for a sink and for
2 appliances which is right where I stopped the job.
3 He claims that there were -- he had to take out all
4 the cabinets and redo all this stuff, but he never
5 submitted any receipts for redoing anything. We
6 completed the hall bathroom 100 percent. We
7 completed the kitchen except for the countertops.
8 Nothing in the file shows anything had to be redone.
9 All the receipts simply show the countertops and
10 hooking up the sink.

11 MS. ELLIS-WIGGINS: It's a factual
12 determination for the Board to listen to the
13 evidence and determine the credibility of the
14 witnesses and balance what you hear and determine
15 what the facts are. The Board doesn't need
16 receipts. If the Board listens to the testimony of
17 the property owners and believes that testimony is
18 credible, the Board doesn't have to have receipts.
19 If the Board feels it needs receipts, then it needs
20 receipts. But if the Board elects to establish the
21 credibility of the witnesses and determine the facts
22 based on the witness testimony, it can proceed that
23 way as well.

24 MS. HAMPTON: If you like, I can read from
25 the actual transcript from that hearing. You did

1 find that restitution would be ordered. You had a
2 motion for that. At that time we questioned the
3 amount. I questioned the amount. I said you have
4 to have an amount, a motion, and a time frame. And,
5 Mr. Bell, you said that you did not have enough
6 information to go there. Then counsel said the
7 property owner has documentation as to the costs and
8 we can continue that part of the proceeding until
9 the next meeting so that you will have time to get
10 copies of those records. The chairman, Colonel
11 Matthews, entertained a motion to delay the decision
12 on restitution until the next meeting depending upon
13 the receipt of documentation from the homeowner.

14 So you only requested documentation so that
15 you could make a better determination.

16 MR. STRUCK: There's no documentation of any
17 rework.

18 Mr. Scurlock also said just a few minutes ago
19 that he spent a total of -- coupled with what he's
20 paid my company, he's spent a total of 58,000. Now,
21 he claims the contract was about 65,000. So he's
22 still thousands of dollars to the good.

23 I'm going to turn it back over to my counsel.

24 MS. ASPLUND: May I make one comment?

25 MR. CHAIRMAN: Please.

1 MS. ASPLUND: When I look at that contract --
2 the master bathroom had never been touched. To say
3 that it's roughly a 65,000-dollar contract -- and
4 there was about \$15,000 on the master bath which
5 should come off the contract for discussion because
6 it was never done. It's noted in the contract for
7 that dollar amount making the kitchen and the bath
8 that was done in the 50,000-dollar range.

9 MR. STRUCK: I believe the 58,000 he's
10 talking about included the master.

11 MS. HAMPTON: I don't think so.

12 MS. ASPLUND: I'm just looking at the
13 contract.

14 MR. STRUCK: There was nothing left in the
15 hall bath or the kitchen except for the countertops.

16 MS. SCURLOCK: I have pictures here.

17 MR. CHAIRMAN: We have a problem with the
18 cross-discussion going on here in trying to keep a
19 record. So if we can please keep it to one at a
20 time for the record.

21 Would the homeowners please come back up and
22 present.

23 MR. SCURLOCK: We have receipts for
24 everything. We've got pictures taken by your
25 investigator after Mr. Struck left the job and

1 didn't ever come back. We also have a letter, a
2 registered letter, that we sent Mr. Struck to ask
3 him to come back to the job and complete it within
4 seven days. He never -- he received the registered
5 letter. We received correspondence back from him
6 approximately 20 days after the registered letter
7 was received by him.

8 MR. CHAIRMAN: Yes, I think we've settled
9 that fact.

10 MR. SCURLOCK: Okay. I just don't like to
11 see someone purge themselves and me not be able to
12 produce the evidence that showed that he --

13 MR. CHAIRMAN: I believe y'all stated at the
14 last hearing that you had the receipts and the
15 backup.

16 MR. SCURLOCK: Yes, sir.

17 MS. SCURLOCK: Yes, sir. If we need to
18 provide them, we have them right here.

19 MS. HAMPTON: It was part of what's provided
20 in the backup.

21 MR. CHAIRMAN: We have some computer problems
22 in that research, so --

23 MR. SCURLOCK: If you guys need anything else
24 from us, we'll just sit and watch you guys do your
25 job.

1 MR. CHAIRMAN: Thank you very much.

2 MR. SCHWARTZ: I'd like to make a motion that
3 we grant the homeowners the restitution that was
4 asked. And I believe -- correct me if I'm wrong --
5 from your information that I have it's \$18,527. Is
6 that the figure, counsel?

7 MS. HAMPTON: That's what --

8 MS. ELLIS-WIGGINS: That's the amount
9 submitted.

10 (Inaudible response from audience.)

11 MS. HAMPTON: I'm sorry. I'm going to
12 interrupt you just a minute.

13 I understand you're upset, but I ask you to
14 refrain from saying derogatory statements while in
15 these chambers. Thank you.

16 MS. ELLIS-WIGGINS: The amount that you
17 stated is the accurate amount. It's the amount
18 reflected in the homeowners' request.

19 MR. SCHWARTZ: I feel that the documentation
20 the homeowners have provided -- the information
21 provided supported this decision on the motion that
22 I made.

23 MS. ELLIS-WIGGINS: For the record, if I may
24 ask, that the motion also include a basis for the
25 restitution. The reason why you're imposing the

1 restitution just for the record.

2 MR. SCHWARTZ: The reason for restitution was
3 an unfulfilled contract and the homeowners had to
4 take over the responsibility of getting it
5 completed.

6 MR. CHAIRMAN: Can I get a second?

7 MR. WHITE: Time limit on --

8 THE COURT REPORTER: I'm sorry, sir.

9 MR. SCHWARTZ: His request was a time limit
10 on the payment. Discussion from the Board -- let's
11 get a second, and then we'll discuss it.

12 MR. WHITE: Second.

13 MR. CHAIRMAN: Discussion?

14 MS. HAMPTON: Mr. Chairman, I do want to
15 remind you that the second part of Mr. Struck's
16 request did talk about a payment plan. I'm sure he
17 would be asking for some form of a payment plan with
18 this as well. So just keep that in mind during your
19 discussion.

20 MR. SCHWARTZ: We would like to hear from Mr.
21 Struck on a payment plan, what he has in mind.

22 MS. ELLIS-WIGGINS: You need to vote on the
23 motion.

24 MS. HAMPTON: You need to vote on your
25 motion.

1 MR. SCHWARTZ: Okay. I'm sorry.

2 MR. CHAIRMAN: All those in favor?

3 (Board members vote.)

4 MR. CHAIRMAN: Opposed?

5 (None.)

6 (The motion passed unanimously.)

7 MR. CHAIRMAN: So there's a request for a
8 payment plan or --

9 MS. HAMPTON: Well, he --

10 MR. CHAIRMAN: I'm trying to see how we
11 proceed from here.

12 MS. HAMPTON: From the disciplinary hearing
13 where he was found in violation of Count One, Count
14 Three, and Count Six, he was also ordered to pay
15 administrative costs. The total of his fines and
16 administrative costs were \$3,850.

17 He was to come before the Board at the last
18 meeting and request a payment plan. That would have
19 been within the 60 days he was required to make that
20 payment. He had some issues and couldn't make it,
21 so you decided to let him come today for that
22 \$3,850. I believe counsel for Mr. Struck submitted
23 a payment plan to the Board in their backup. I'm
24 sure they can speak to that.

25 MS. ELLIS-WIGGINS: We have a total amount of

1 \$22,377.

2 MS. HAMPTON: With restitution now.

3 MR. CHAIRMAN: I would like to see the
4 restitution paid back as a priority to the order of
5 payments. So I'm not sure that payment should be in
6 a payment plan. I'd like to see that paid.

7 As far as the penalties and fees assigned, do
8 I have a recommendation on that?

9 MR. SCHWARTZ: I don't have a recommendation
10 on it. I guess we could hear from counsel or
11 whomever wishes to speak to that.

12 MS. REGAN: Thank you, gentlemen. The
13 \$3500 -- and then there's \$350 above that -- that
14 was assessed as a fine at the June hearing.
15 Mr. Struck would like an opportunity to pay the \$350
16 today, and then over the course of the next five
17 months pay \$300 per month, and then after -- \$200 a
18 month for five months, making it a thousand, and
19 then an opportunity to pay 300 after that. He has
20 suffered quite a severe financial loss as a result
21 of this contract, and he's still obligated to pay
22 for items that have been put on account. So the
23 14,000 that you see reflected in the backup is the
24 tip of that iceberg as far as his financial
25 responsibilities in this case already, not including

1 restitution and the administrative fine. So he
2 would like an opportunity to spread that over six
3 months, and then try to catch it up after that time
4 at \$300 per month.

5 MR. CHAIRMAN: So the total -- what was the
6 total administrative costs?

7 MS. HAMPTON: \$350 in administrative costs.

8 MR. CHAIRMAN: Do we want to --

9 MS. HAMPTON: I have a question. Staff's
10 request would be for continuity in the amount of
11 payment. I think it would be a little bit difficult
12 for us to maintain and keep up. Well, does he owe
13 200 this month or does he owe 300 this month? Which
14 one is it? You know, so just for staff I would
15 request continuity across-the-board. If we could
16 make it 250 a month for every month --

17 MR. CHAIRMAN: Can we review the fines
18 imposed? Are we allowed to go back and readdress
19 those?

20 MS. ELLIS-WIGGINS: If you can get
21 approval --

22 MS. HAMPTON: Do you want to re-read them?
23 Is that what you're requesting or do you want --

24 MR. CHAIRMAN: No. What I'm trying to come
25 up with is I'd like to see the homeowners get paid.

1 I'm almost to the point that that gets taken care of
2 in a timely manner --

3 MS. HAMPTON: I will tell you this. On
4 previous cases that this Board has seen, you've
5 piggybacked them. You've ordered restitution to be
6 paid first in a payment plan, and then as soon as
7 restitution was taken care of, you did
8 administrative fines and fees after that. So you
9 have done that previously.

10 MR. CHAIRMAN: Has anybody done previously
11 that if he does pay the restitution in a timely
12 manner that we can modify these fees?

13 MS. HAMPTON: We've not had that come before
14 the Board before since I've been the Board's
15 secretary.

16 MR. CHAIRMAN: I want the homeowners paid,
17 and I don't want to drive anybody any further.

18 MS. ELLIS-WIGGINS: You can --

19 MR. CHAIRMAN: My consideration would be is
20 if we could look at these fees, and if timely
21 compensation is made or restitution is paid to the
22 homeowners -- I don't know if that's something
23 that's acceptable to staff or --

24 MS. ELLIS-WIGGINS: The Board has the
25 authority to do that, I think. I'm not -- well,

1 hold that thought.

2 MS. HAMPTON: I believe you would have to
3 have another hearing in this case to redetermine
4 that. I don't want to say yes or no without fully
5 knowing. I know that we have done it in the past
6 where we piggybacked them, not made them where they
7 had to pay them all at once. I don't know what
8 you're looking at as far as restitution. I'm sure
9 Mr. Struck is going to request a payment plan for
10 that as well.

11 MR. CHAIRMAN: I'm just thinking out loud
12 because I'm trying to figure out a way to make this
13 work for the parties involved.

14 MS. HAMPTON: Right.

15 MR. CHAIRMAN: And I don't know if that's --

16 MS. ELLIS-WIGGINS: I'm concerned about
17 changing the determination you made at the
18 disciplinary hearing without proper notice. But
19 that doesn't mean you can't have another hearing
20 after restitution is paid.

21 MR. CHAIRMAN: I don't think -- the rest of
22 the Board may not even be on the same page that I
23 am. That's all I have for right now.

24 MS. ELLIS-WIGGINS: The administrative costs
25 can't be waived.

1 MS. HAMPTON: Yes, the administrative costs
2 cannot be changed.

3 MR. CHAIRMAN: Yes, I know that. I'm not
4 worried about that part.

5 MR. SCHWARTZ: We do have -- this is a
6 question. We do have the ability to revisit to try
7 to lessen the burden on the contractor if he makes
8 the consumer whole within a reasonable period of
9 time to be determined.

10 MS. HAMPTON: Right.

11 MS. ELLIS-WIGGINS: At a properly noticed
12 hearing.

13 MS. HAMPTON: Yes.

14 MR. CHAIRMAN: Can we go this route? The
15 restitution -- we've already set the dollar amount
16 that needs to be paid.

17 MS. ELLIS-WIGGINS: You can go that route and
18 then hold in abeyance the --

19 MR. CHAIRMAN: Yes. Pending the result of
20 that, can we have another hearing to determine the
21 fines?

22 MS. ELLIS-WIGGINS: It may be cleaner if the
23 Board decides to -- if you decide to order
24 restitution, then upon completion of the restitution
25 payments, at that juncture the Board determines what

1 it wants to do, whether it wants to have another
2 hearing, whether it wants to keep the old
3 determination intact.

4 MS. HAMPTON: Right.

5 MR. SCHWARTZ: I'm amenable to that.

6 MR. CHAIRMAN: So we've already decided on
7 the restitution to be paid.

8 MS. HAMPTON: Well, because whenever you
9 determine fines -- originally when you determine
10 fines you take into consideration of whether the
11 complainant has been made whole.

12 MR. CHAIRMAN: So we can revisit after the --
13 I guess we're looking at a 30-day period for that
14 restitution. We didn't put a time frame --

15 MS. HAMPTON: You did not yet.

16 MR. CHAIRMAN: -- on the restitution.

17 MS. HAMPTON: I believe counsel is saying for
18 restitution purposes and with Mr. Struck's current
19 financial situation that it would have to be a
20 payment plan of \$200 a month.

21 MS. ELLIS-WIGGINS: Restitution?

22 MS. HAMPTON: When looking at his budget,
23 there's no room.

24 MS. ELLIS-WIGGINS: We will let counsel speak
25 to that.

1 MS. HAMPTON: Yes.

2 MS. REGAN: \$200 a month is what my client
3 was able to do when it was the 3500. I don't see
4 any room for offering more at this time based upon
5 his overwhelming obligation.

6 MS. ELLIS-WIGGINS: What we're talking about
7 is -- I'm hearing here, although it wasn't on the
8 record, that Mr. Struck has \$20,000 in the home and
9 my thought was, well, why isn't there a lien on the
10 house. Why wasn't the mechanic's lien law utilized?
11 And I was reminded that --

12 MS. HAMPTON: No notice of commencement was
13 ever filed. No permit.

14 MS. ELLIS-WIGGINS: So it looks as though the
15 contractor may have lost his right to put a lien on
16 the house. If the mechanic's lien law had been
17 followed, perhaps that \$20,000 may be recovered.

18 MR. CHAIRMAN: So we have a little bit of
19 dilemma. We have a restitution -- restitution needs
20 to be paid and -- go ahead.

21 MR. STRUCK: We are dealing with a situation
22 where we have three separate contracts.

23 MS. ELLIS-WIGGINS: No, we're not --

24 MR. CHAIRMAN: We're not going back there.
25 We're done.

1 MR. STRUCK: Well, it is relevant.

2 MS. ELLIS-WIGGINS: The Board has already
3 made a factual determination.

4 MR. STRUCK: I was going to say why I didn't
5 put a lien on the house.

6 MS. ELLIS-WIGGINS: It's not an issue. I
7 just brought that up because I heard back there that
8 there was a financial factor. And I just wanted to
9 clarify for the Board and for the record that there
10 wasn't a notice of commencement. I don't know that
11 the Board -- I don't know that it's relevant to the
12 Board's discussion.

13 MR. CHAIRMAN: Would a notice of commencement
14 have been required on this job?

15 MS. ASPLUND: It was a little complicated in
16 that his partner, Michael Moore, was the contractor,
17 and no alteration permit was taken out under which
18 the plumbing and electrical permits should have
19 come. It's a 65,000-dollar job and anything over
20 2500 would have, but that wasn't followed.

21 MR. TOLBERT: It does not have to --

22 MS. HAMPTON: I will remind you from
23 testimony -- I believe the building official, Tim
24 Tolbert, spoke that it would have required it.

25 MR. TOLBERT: It doesn't require a permit. A

1 permit is not required for that statute to apply,
2 713. If it's over 2500-dollar cost of
3 construction --

4 MS. ELLIS-WIGGINS: A permit is not required
5 for the notice of commencement.

6 MR. TOLBERT: Right.

7 MR. CHAIRMAN: I just wanted to clarify that
8 that's something that should have taken place along
9 with a lot of other things that should have taken
10 place.

11 MR. STRUCK: My counsel has receipts of my
12 expenditures.

13 MR. CHAIRMAN: I'm not -- we understand that
14 you've spent money. We understand that.

15 MR. STRUCK: A lot more than I received.

16 MS. HAMPTON: I think the main question here
17 is you've already determined restitution is
18 required. You're concerned with getting that
19 restitution to the complainant and how that's going
20 to be done within a timely manner. It's something
21 y'all are going to have to determine, how you order
22 that. You always -- whenever you order restitution
23 or you order fines and fees, you do state what will
24 happen if it's not done to what you order.

25 MR. CHAIRMAN: I agree.

1 MS. HAMPTON: I mean, you always state
2 revocation of license, suspension of license.
3 That's part of your order.

4 MR. SCHWARTZ: Mr. Chairman, we may at this
5 juncture want to consider hearing from the homeowner
6 because I did my quick math and that's over seven
7 years of payback. Are they even willing to do that?
8 I mean, I don't know. They may say that's fine,
9 we're happy to get something. They may say no, we
10 want our money sooner. You know, if seven years is
11 not an amenable time frame, then we need to look at
12 it because I feel like that's an awful long way out
13 to get your money back. I'm not trying to put an
14 undue burden on the contractor, but \$200 a month is
15 not a whole lot of payback.

16 MR. MAGEE: Normally they put interest on it,
17 too.

18 MS. HAMPTON: I think we're veering off into
19 left field and going down a rabbit hole.

20 MR. CHAIRMAN: We are.

21 MS. HAMPTON: You really don't have to
22 consider the financial situation of the contractor
23 when determining this. I know that comes across as
24 ugly --

25 MR CHAIRMAN: Well, the --

1 MS. HAMPTON: -- and we always do consider
2 it.

3 MR. CHAIRMAN: -- the compensation that we
4 put forward, and we have a payment plan presented
5 for the fines already by counsel, and it was
6 preceding the determination of restitution, but
7 that's the payment plan for the fines. So I make a
8 motion to go forward with the request.

9 MS. ELLIS-WIGGINS: The payment plan for the
10 fines was not approved.

11 MS. HAMPTON: It was not.

12 MR. CHAIRMAN: No, no, no. I know that's
13 being presented as a request to have the fines and
14 the administrative costs spread over a period of
15 time. The restitution is another matter.

16 MR. MENEZES: I think what we need to do is
17 determine a time frame for the payment --

18 MS. HAMPTON: That's right.

19 MR. MENEZES: -- and then determine on a
20 monthly --

21 MS. HAMPTON: That's right.

22 MR. MENEZES: How long can they go. You
23 know, a year or two years or whatever it is. And
24 then set a monthly payment. It's almost eight
25 years. That's a lengthy time.

1 MR. CHAIRMAN: I agree.

2 MS. HAMPTON: Mr. Scurlock?

3 MR. CHAIRMAN: We need to determine a time
4 frame for repayment of the restitution. Any
5 recommendations from your perspective?

6 MR. SCURLOCK: Well, that's a lot of money
7 for us. We had that money set aside just for this
8 purpose, and that's what we used the money for. It
9 would definitely put us in a hardship to do without
10 this money for two years -- I mean, take two years
11 to get it back. I would like to see it done at
12 least -- you know, can we do it in eight months, or
13 six months? I mean, I can afford to do something
14 like that without going in the hole.

15 MR. CHAIRMAN: Thank you.

16 A recommendation for the Board for --

17 MS. HAMPTON: They said six months at the
18 most?

19 MR. CHAIRMAN: Uh-huh (Indicating
20 affirmatively.)

21 MS. HAMPTON: Let me just do some quick math
22 really quick.

23 You're looking at \$3,087.83 a month for six
24 months. That's the homeowners' request.

25 MR. CHAIRMAN: Can I get a motion?

1 MR. SCHWARTZ: A motion or a discussion?

2 MS. HAMPTON: If you want to extend it out to
3 a year --

4 MR. CHAIRMAN: I don't think that's -- I
5 think the homeowner has made their desires known.

6 I need to get a motion from the Board as to
7 what their pleasure is.

8 MR. MENEZES: I make a motion that we go with
9 six months.

10 MR. CHAIRMAN: Any second?

11 MR. SCHWARTZ: I'll second that.

12 MS. ELLIS-WIGGINS: Beginning --

13 MR. CHAIRMAN: In 30 days.

14 MS. ELLIS-WIGGINS: If I can have a date
15 certain.

16 MR. CHAIRMAN: Beginning when?

17 MS. HAMPTON: October 6th.

18 MR. CHAIRMAN: Okay. Beginning October 6th.

19 MS. ELLIS-WIGGINS: And paid on the 6th of
20 each month thereafter.

21 MR. CHAIRMAN: Yes, ma'am.

22 MS. ELLIS-WIGGINS: And the cashier's or
23 certified check to the homeowners at their address?

24 MR. CHAIRMAN: That's appropriate.

25 MS. ELLIS-WIGGINS: Which is -- what's the

1 address?

2 MS. HAMPTON: 1625 Bleu Lane, Cantonment,
3 Florida, 32533.

4 MR. CHAIRMAN: Do I have a motion?

5 MS. HAMPTON: Mr. Chairman, can you please
6 specify what would happen to the contractor if he
7 were to miss a payment?

8 MR. CHAIRMAN: We can readdress that if
9 that's missed. There is the ability to suspend, as
10 recommended, contractor permits.

11 MS. HAMPTON: Typically, in the past -- I'm
12 not going to say what you could do here, but in the
13 past you've always immediately revoked the license
14 if they miss a payment.

15 MS. ELLIS-WIGGINS: Do they have a grace
16 period?

17 MS. REGAN: May I speak to that, please?

18 MR. CHAIRMAN: Yes.

19 MS. REGAN: We have a situation of a
20 hardship, Mr. Bell, and I would appreciate an
21 opportunity to speak to the Board in the event that
22 a payment is missed. This is very onerous.

23 MR. CHAIRMAN: I understand that.

24 MS. REGAN: In lieu of revocation.

25 MS. HAMPTON: It would be staff's request

1 that we at least put it as inactive pending that
2 hearing.

3 MR. CHAIRMAN: Can that be added to your
4 motion?

5 MR. MENEZES: Yes.

6 MR. CHAIRMAN: Do we need to try to -- are we
7 good?

8 MS. HAMPTON: I think you're good.

9 MR. CHAIRMAN: We have a motion. A second?

10 MR. SCHWARTZ: I second.

11 MR. CHAIRMAN: Any more discussion?

12 MS. ELLIS-WIGGINS: I'd like to restate
13 the -- unless you all would like to restate the
14 motion for the record.

15 MR. CHAIRMAN: Please.

16 MS. ELLIS-WIGGINS: The total amount of
17 restitution is \$18,527 to be paid over six months in
18 monthly installments of \$3,087.83 a month beginning
19 October 6th and continuing thereafter on the 6th day
20 of the month, and the payments will be sent to the
21 homeowners by certified check or money order or
22 cashier's check, and the homeowners' address is on
23 the record.

24 MS. HAMPTON: 1625 Bleu Lane, Cantonment,
25 Florida, 32533.

1 MS. ELLIS-WIGGINS: If the payment is late --
2 if any payment is late, then the contractor's
3 license will immediately be inactivated, and then
4 we'll have a hearing for counsel to address that.

5 On another note -- this isn't part of the
6 motion. Is that consistent with your motion?

7 MR. MENEZES: Yes.

8 MR. CHAIRMAN: We need to move forward with
9 that motion.

10 MS. ELLIS-WIGGINS: One question I do have --
11 the payment, is it due October 6th? Are the
12 homeowners to receive it October 6th or is it to be
13 mailed October 6th?

14 MR. CHAIRMAN: Receive it.

15 MS. ELLIS-WIGGINS: Received. Okay. Thank
16 you.

17 MR. MENEZES: I make a motion.

18 MR. SCHWARTZ: I second it.

19 MR. CHAIRMAN: Any discussion?

20 (None.)

21 MR. CHAIRMAN: All in favor?

22 (Board members vote.)

23 MR. CHAIRMAN: Opposed?

24 MR. WHITE: Aye.

25 MS. ELLIS-WIGGINS: Was there opposition to

1 the --

2 MR. CHAIRMAN: No vote?

3 MR. WHITE: No.

4 MR. CHAIRMAN: Are you for it?

5 MR. WHITE: I'm for it, yes. I didn't hear
6 you.

7 MR. CHAIRMAN: Thank you for the
8 clarification.

9 The motion passes.

10 (The motion passed unanimously.)

11 MR. CHAIRMAN: Do we need to go ahead and
12 have a motion on the fees structure?

13 MS. HAMPTON: Yes.

14 MR. CHAIRMAN: I think I would recommend we
15 move those to the end of the restitution period, the
16 six months.

17 MR. MENEZES: A motion --

18 THE COURT REPORTER: I'm sorry. Speak up for
19 me.

20 MR. CHAIRMAN: I have a motion for the
21 restitution -- the fees, I'm sorry, not the
22 restitution.

23 MR. MENEZES: I make a motion that at the end
24 of the restitution that you have 30 days to come up
25 with the fines.

1 MR. CHAIRMAN: Do you want to -- I'm sorry.
2 Do I have a second?

3 MS. ELLIS-WIGGINS: That would be April 6th.
4 We have six months for the restitution payment
5 ending March 2018, and so does your motion
6 anticipate an April date?

7 MR. MENEZES: April 6th.

8 MS. ELLIS-WIGGINS: April 6th. And is your
9 motion the total amount of fines and fees will be
10 due?

11 MR. MENEZES: Right.

12 MR. CHAIRMAN: Can we get a second for
13 discussion or --

14 MR. SCHWARTZ: A second for discussion.

15 MR. CHAIRMAN: Can we consider putting that
16 final -- the payment plan in motion that the counsel
17 has recommended, the 200 a month?

18 MR. MENEZES: If it's okay with counsel.

19 MS. HAMPTON: Staff is okay.

20 MR. CHAIRMAN: An even 200 a month.

21 MS. HAMPTON: Staff is okay with that.

22 MR. CHAIRMAN: Can we restate the motion or
23 withdraw --

24 MR. MENEZES: I withdraw my motion and make a
25 new motion that we follow the staff's recommendation

1 for payment.

2 MR. CHAIRMAN: At 200 a month?

3 MR. MENEZES: Yes, sir.

4 MS. ELLIS-WIGGINS: Beginning April 6th.

5 MR. CHAIRMAN: Beginning April 6th?

6 MS. ELLIS-WIGGINS: And is the 350 to be paid
7 on April 6th.

8 MR. MENEZES: 350 and then 200 after that.

9 MR. CHAIRMAN: 350 and then the 200 after
10 that.

11 MS. ELLIS-WIGGINS: So April 6th is the 350
12 and May 6th would start the 200?

13 MR. MENEZES: The 200, yes.

14 MR. CHAIRMAN: Can I get a second?

15 MR. SCHWARTZ: I second on that.

16 MR. CHAIRMAN: Any discussion?

17 (None.)

18 MR. CHAIRMAN: All in favor?

19 (Board members vote.)

20 MR. CHAIRMAN: Opposed?

21 (None.)

22 MR. CHAIRMAN: The motion passes.

23 (The motion passed unanimously.)

24 MS. HAMPTON: Yes, Mr. Chairman. We're going
25 to move into our written communication. I know that

1 your Kindle probably blacked out.

2 Actually, staff would like to request a
3 five-minute break, if possible.

4 MR. CHAIRMAN: Thank you. That will be good.

5 MS. HAMPTON: Thank you.

6 MR. CHAIRMAN: A five-minute break. We'll
7 resume at ten till.

8 (Brief recess at this time.)

9 MR. CHAIRMAN: Back in session.

10 MS. HAMPTON: Yes, sir, Mr. Chairman. Moving
11 on to Item 10A, Milton Rogers doing business as
12 Paragon Custom Home Group, State Certified License
13 No.: CRCA58100, Contractor Competency Board Case
14 No.: COM170500027. It's in regard to Jordan
15 Majerus, homeowner/complainant, 1038 Ironforge Road,
16 Cantonment.

17 I'm going to turn it over to Miss Deb to talk
18 about her investigation.

19 MS. ASPLUND: All right. I'm going to read
20 from my bullets. This is a case where a homeowner,
21 whose name is Jordan Majerus, says there's standing
22 water in his back yard that the licensed contractor,
23 Milton Rogers, doing business as Paragon Custom
24 Homes, will not address under his new homeowner
25 warranty. He says he tried working with Paragon



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-13109

Clerk & Comptroller's Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/19/2017

Issue: Acceptance of TDT Collection Data for the August 2017 Returns Received

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the August 2017 Returns Received in September 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2017 returns received in the month of September 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2017; total collections for the month of August 2017 returns was \$967,487.93; this is a 5.45% increase over the August 2016 returns; total collections year to date are 6.47% more than the comparable time frame in Fiscal Year 2016.

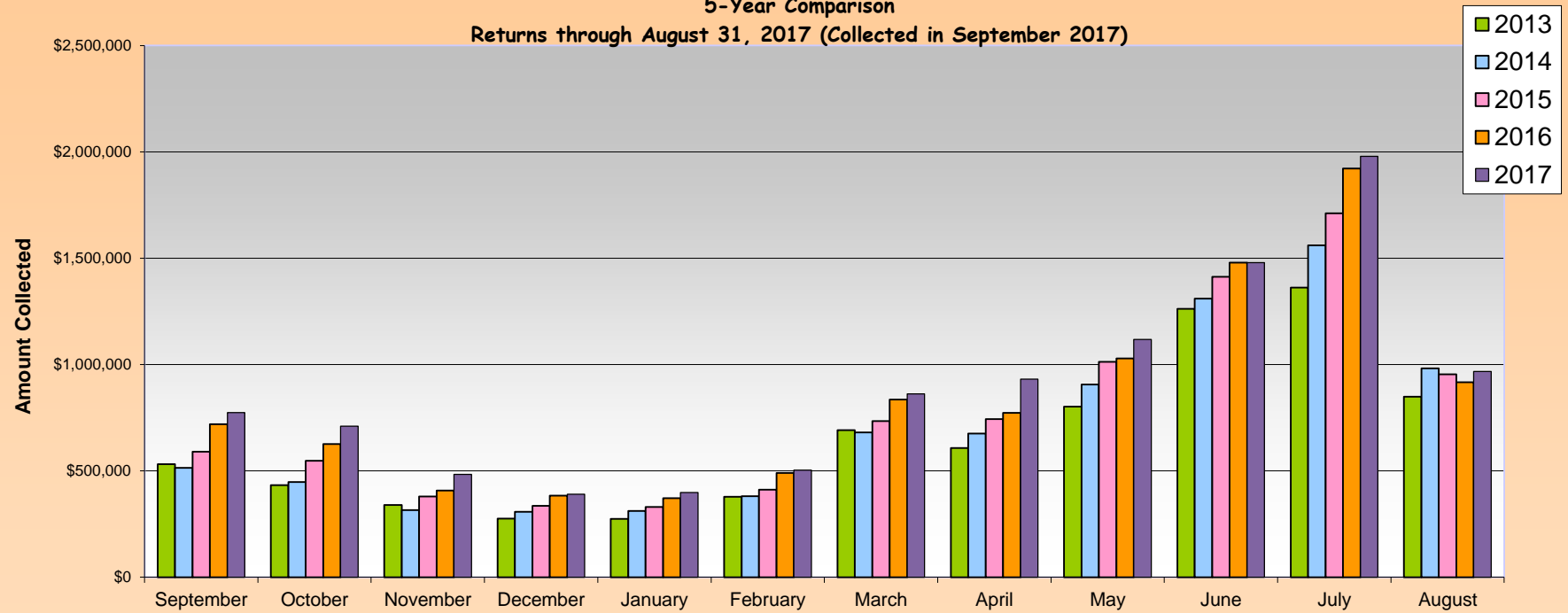
Attachments

August 2017 TDT Collections Received in September

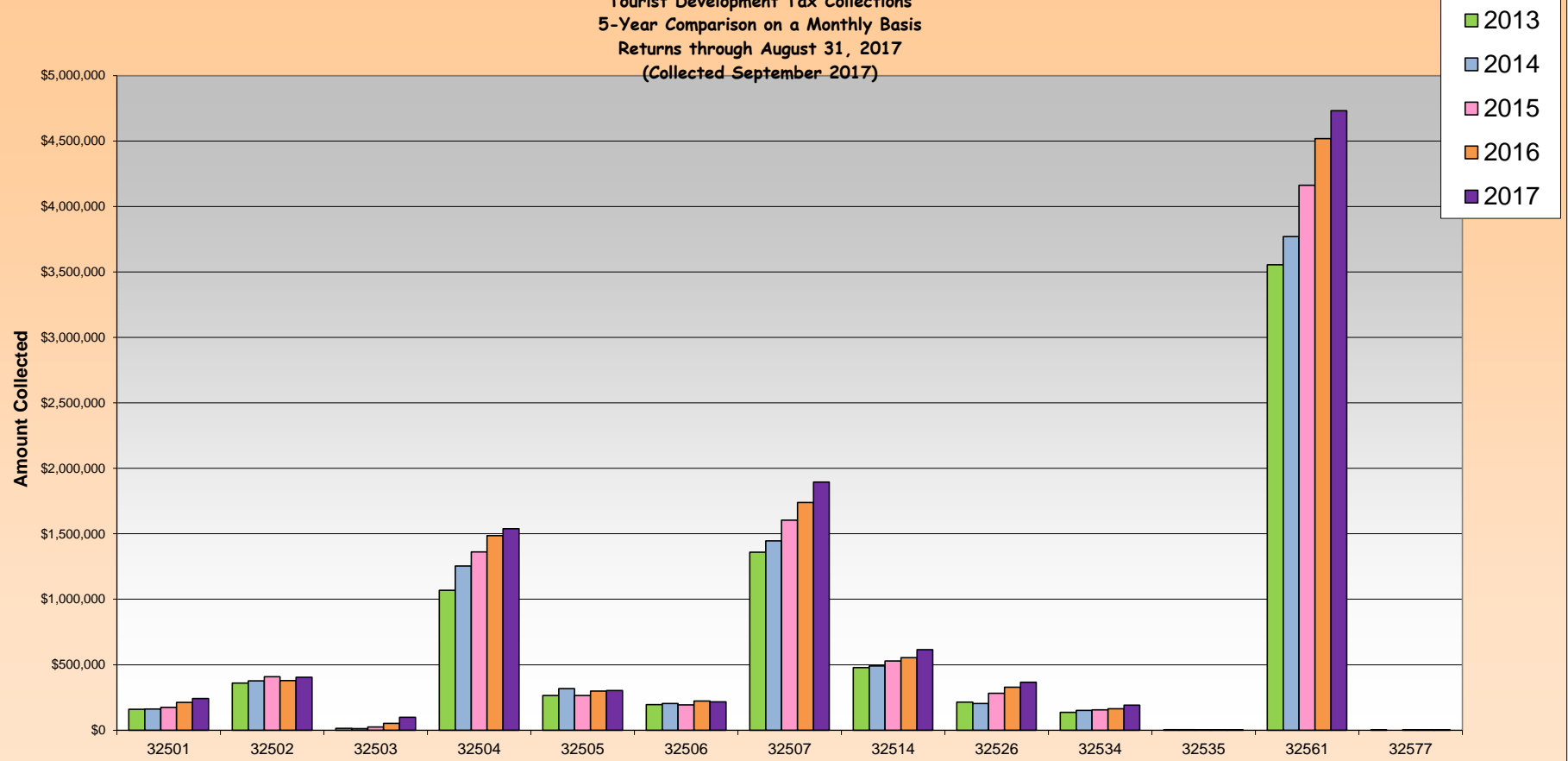
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS SEPTEMBER 2017

	Fiscal Year 2017	Fiscal Year 2016		
Zip Code	YTD Collected	YTD Collected	Difference	% Change
32501	241,132	212,078	29,054	14%
32502	403,223	379,743	23,480	6%
32503	97,566	52,041	45,525	87%
32504	1,539,061	1,485,581	53,480	4%
32505	302,006	299,305	2,701	1%
32506	216,949	222,420	(5,471)	-2%
32507	1,895,745	1,738,784	156,961	9%
32514	614,671	554,358	60,313	11%
32526	365,774	327,823	37,951	12%
32534	190,960	163,303	27,657	17%
32535	1,714	1,673	41	2%
32561	4,730,210	4,517,745	212,465	5%
32562	-	-	-	0%
32577	168	50	50	100%
Total	\$ 10,599,179	\$ 9,954,904	644,207	6%

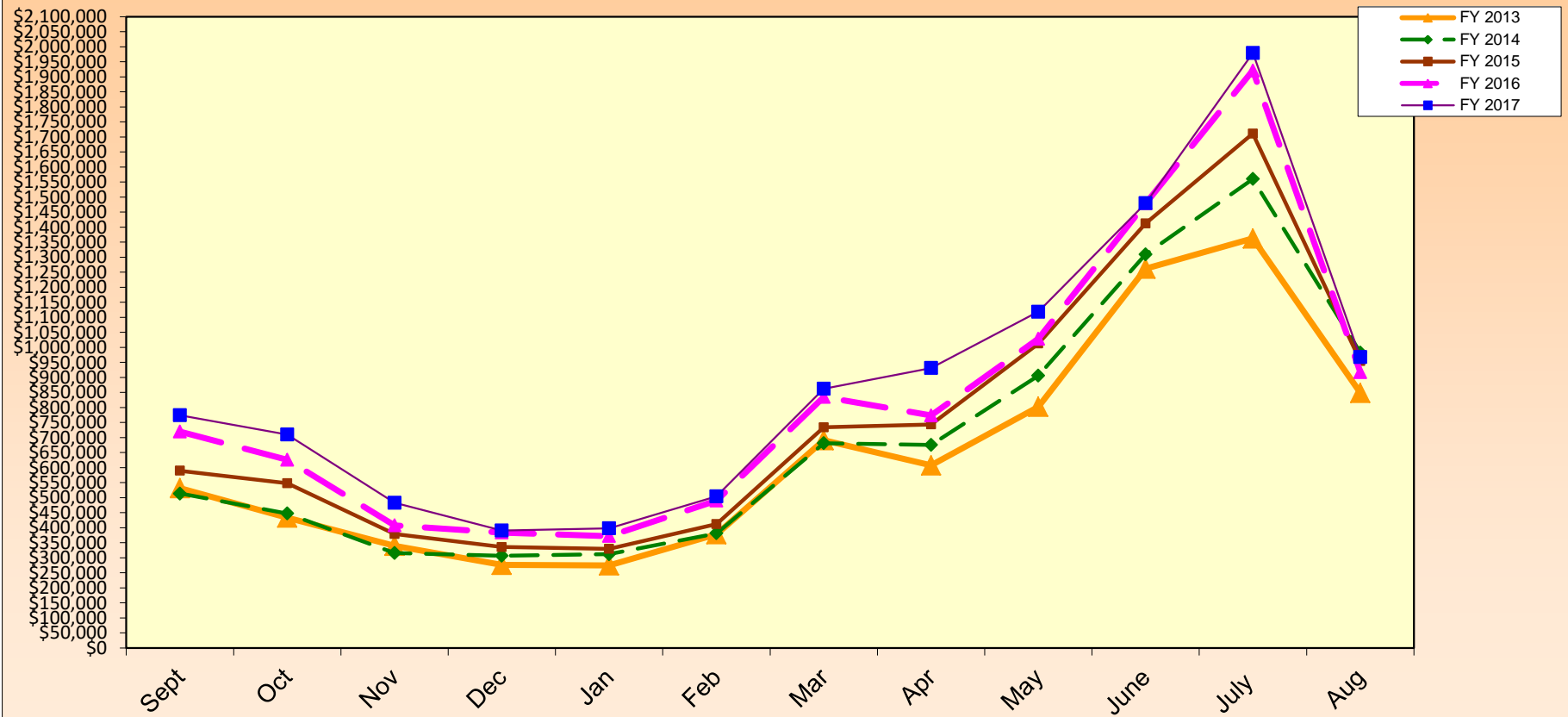
Tourist Development Tax Collections
5-Year Comparison
Returns through August 31, 2017 (Collected in September 2017)



Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through August 31, 2017
(Collected September 2017)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2013 - FY 2017**
Returns through August 31, 2017 (Collected in September 2017)



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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	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%	20,594	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%
07/17	26,982	2%	44,728	3%	12,068	1%	167,378	11%	36,214	2%
08/17	35,881	2%	57,956	3%	15,598	1%	204,620	10%	46,920	2%
09/17	20,452	2%	32,253	3%	10,281	1%	134,358	14%	22,092	2%
Total	\$ 241,132	2%	\$ 403,223	4%	\$ 97,566	1%	\$ 1,539,061	15%	\$ 302,006	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	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%	53,079	11%	39,610	8%	24,256	5%	11,841	2%
01/17	8,637	2%	40,512	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%
07/17	26,518	2%	356,906	24%	69,676	5%	37,343	3%	20,365	1%
08/17	36,222	2%	445,116	22%	75,121	4%	46,114	2%	25,840	1%
09/17	14,784	2%	179,374	19%	49,749	5%	29,837	3%	14,928	2%
Total	\$ 216,949	2%	\$ 1,895,745	18%	\$ 614,671	6%	\$ 365,774	\$ -	\$ 190,960	2%

	Zip Code									
	32535		32561		32562		32577			
	Century		Pensacola							
Month of Collection	(Other) Area	% OF Total	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%	774,538	100%
11/16	229	0%	316,293	45%		0%		0%	710,343	100%
12/16	135	0%	180,363	37%	-	0%		0%	483,151	100%
01/17	75	0%	137,912	35%	-	0%		0%	390,380	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%	519,609	46%		0%		0%	1,118,695	100%
07/17	136	0%	681,271	46%	-	0%	-	0%	1,479,585	100%
08/17	154	0%	989,810	50%	-	0%	-	0%	1,979,352	100%
09/17	90	0%	459,288	47%	-	0%		0%	967,488	100%
Total	\$ 1,714	0%	\$ 4,730,210	45%	\$ -	0%	\$ 168	0%	\$ 10,599,179	100%

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	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%
07/16	24,497	2%	39,917	3%	8,313	1%	167,345	11%	31,515	2%
08/16	29,781	2%	49,433	3%	12,070	1%	202,675	11%	46,645	2%
09/16	19,212	2%	29,791	3%	7,959	1%	121,539	13%	20,383	2%
					3					
Total	\$ 212,078	2%	\$ 379,743	4%	\$ 52,041	1%	\$ 1,485,581	15%	\$ 299,305	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	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%
07/16	28,784	2%	337,246	23%	58,513	4%	36,624	2%	18,710	1%
08/16	36,611	2%	431,928	22%	74,062	4%	45,617	2%	24,578	1%
09/16	15,161	2%	167,501	18%	48,875	5%	27,317	3%	12,449	1%
Total	\$ 222,420	2%	\$ 1,738,784	17%	\$ 554,358	6%	\$ 327,823	3%	\$ 163,303	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/15	114	0%	344,156	48%	-	0%	50	0%	719,688	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%
07/16	215	0%	727,042	49%	-	0%	-	0%	1,478,722	100%
08/16	130	0%	967,791	50%	-	0%	-	0%	1,921,321	100%
09/16	121	0%	447,154	49%	-	0%		0%	917,462	100%
Total	\$ 1,673	0%	\$ 4,517,745	45%	\$ -	0%	\$ 50	0%	\$ 9,954,904	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 Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	288,077	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757
DEC	NOV	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364
JAN	DEC	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783
FEB	JAN	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406
MAR	FEB	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962
APR	MAR	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	646,982
MAY	APR	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	698,384
JUN	MAY	474,863	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756	839,021
JUL	JUN	605,739	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041	1,109,689
AUG	JUL	687,552	714,120	535,005	871,107	930,410	1,021,761	1,170,208	1,283,566	1,440,991	1,484,514
TOTAL		\$3,720,618	\$3,591,573	\$3,418,258	\$4,356,228	\$4,836,500	\$5,218,992	\$5,556,420	\$6,156,741	\$6,778,081	\$7,223,768

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 Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	96,026	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586
DEC	NOV	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788
JAN	DEC	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594
FEB	JAN	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469
MAR	FEB	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987
APR	MAR	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	215,661
MAY	APR	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	232,795
JUN	MAY	158,288	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252	279,674
JUL	JUN	201,913	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680	369,896
AUG	JUL	229,184	238,040	178,335	290,369	310,137	340,587	390,069	427,855	480,330	494,838
TOTAL		\$1,240,206	\$1,197,191	\$1,139,419	\$1,452,076	\$1,612,167	\$1,739,664	\$1,852,140	\$2,052,247	\$2,259,361	\$2,407,923



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-13114

Clerk & Comptroller's Report 11. 2.

BCC Regular Meeting

Consent

Meeting Date: 10/19/2017

Issue: Documents Provided for Filing with the Board's Minutes

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Documents Provided for Filing with the Board's Minutes

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

A. The *Modification to Subgrant Agreement between the Division of Emergency Management and Escambia*, executed by the Chairman on September 13, 2017, based on the Board's action of June 16, 2016, authorizing the Chairman to execute, subject to Legal review an sign-off, any subsequent Agreements and Program-related documents for the Federally-Funded Subgrant Agreement for the Lake Charlene Warrington Drainage Area Project (Project Number 4177-19-R); and

B. The Annual Investment Report for Fiscal Year ending September 30, 2017, provided by the Honorable David Morgan, Escambia County Sheriff.

Attachments

20160616 CAR II-2


FY 17 Sheriff Annual Investment Report

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 32, as follows, with the exception of Items 17 and 19, which were held for separate votes, as amended to drop Items 1, 12.A.(1), and 15: 

1. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #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.
2. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Bristol Creek/Bristol Park/Ashbury Hills Area, Lake Charlene Warrington Drainage Area Project, and the Beach Haven Northeast Phase 1, Drainage and Sanitary Sewer Project (Global Match):
 - A. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-08-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Bristol Creek/Bristol Park/Ashbury Hills Area, providing for 100% Federal funding, with Local Global Match approval, awarded at \$6,189,379;
 - B. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-19-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Lake Charlene Warrington Drainage Area, providing for 100% Federal funding, with Local Global Match approval, awarded at \$314,274;

(Continued on Page 14)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

2. Continued...

- C. Approving the *Non-Financial Subgrant Agreement, Escambia County*, Project Number 4177-09-R, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners, for the Local Global Match applied to projects 4177-08-R and 4177-19-R, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match;
- D. Ratifying the December 11, 2014, and February 19, 2015, Board approval authorizing the County Administrator to execute any subsequent Agreements and Program-related documents for these projects, specifically the Local Global Match Application, as referenced in the February 19, 2015, Board Minutes, and specifically authorizing execution of the application to leverage Funds for Local Global Match for these projects;
- E. Authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;
- F. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for these projects; and
- G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

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

Section (19), 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."



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 10-11-2017

TO: Liz Carew
Clerk to the Board

BCC: 06-16-2016

CAR II-2 Modification to Subgrant Agreement between the Division of
Emergency Management and Escambia County

Please Initial and Date
Below on Line Provided

JW 10-12-2017

Judy Witterstaeter, Program Coordinator, County
Administration

Attached for filing with the Board's Minutes is the Clerk's
Original of the document noted above.

Thank you.

10/12 LC

Liz Carew, Clerk to the Board

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

6/16/2016 CAC #2

Contract Number: **16HM-H4-01-27-01-451**

Project Number: **4177-19-R**

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY**

This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and **Escambia County** ("Recipient") to modify Contract Number **16HM-H4-01-27-01-451**, dated **July 14th, 2016** ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the **Hazard Mitigation Grant** Program of **\$314,274.00** in Federal funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement will expire on **September 30th, 2017**; and

WHEREAS, the Division and the Recipient desire to extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

(3) PERIOD OF AGREEMENT

This Agreement shall begin **July 14th, 2016** and shall end **December 31st, 2017**; unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in **2nd Revised Attachment A** to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 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.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT:

By: ESCAMBIA COUNTY

Name and Title: 
D. B. Underhill, Chairman

Date: 9/13/2017

Attest: Pam Childers
Clerk of Circuit Court





Deputy Clerk

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: 
Miles E. Anderson, for

Name and Title: Bryan W. Koon, Director

Date: 9/27/2017

This document approved as to form
and legal sufficiency
By: 
Title: ACA
Date: 9/6/17

BCC Approved 06-16-2016

Attachment A
2nd Revision
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage for Lake Charlene in Pensacola, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-19-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Escambia County shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to improve the drainage for Lake Charlene area, located in Pensacola, Florida 32505. The project specifically starts at the channel intersecting Lake Joanne Drive on the west bound, expands along to the east to the intersection of South 61st Ave, and continues south to the outfall located south of US 98.

Phase I proposes to provide designs and calculations for Phase II review, including verification that there will not be any upstream or downstream impact.

Phase II proposes to construct approximately 1,635 feet of double 60-inch concrete pipe from the channel intersecting Lake Joanne Drive, east to 61st Avenue, and south on 61st Avenue to the existing drainage system confluence. From the confluence, add 813 feet of 66-inch pipe parallel to the existing 66-inch pipe. Where the existing 66-inch pipe reduces to 60-inch pipe, an additional 60-inch pipe shall be added parallel to the existing pipe for a distance of 110 feet to the final outfall located south of US 98.

The project will resolve a repetitive problem that has occurred since the 1970 affecting 238 homes and generating a loss of function for up to 48 hours at each event. All activities shall be executed in compliance with any applicable codes and regulations. The completed project shall provide protection against a 50-year storm event.

TASKS & DELIVERABLES:

A) Tasks

- 1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The Recipient shall provide executed contracts with contractors and/or subcontractors to the Division.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Notify the public of the intent to locate the proposed action in the floodplain or/and wetland. The notice shall be published at least once in a local newspaper of general circulation. The public shall be given at least fifteen (15) days to comment. The recipient shall meet federal requirements of notification. Compliance shall be submitted with deliverables.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
- b) Construction Plans and bid documents;

- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
 - d) Design documents shall provide a detailed description, which includes specifics on project scope of work, depth and extent of ground disturbance at all, construction locations of the project.
 - e) Color maps including topographical, aerial and existing vs. new location maps shall be provided with the project location and staging areas clearly marked on each map. Color project maps that show the full extent of the project footprint and depth of ground disturbance shall be provided.
 - f) Copy of all environmental permits including the Environmental Resource Permit (ERP) from the Northwest Florida Water Management District (NFWFMD) or confirmation from the NFWFMD that no permit is required.
 - g) Copy of all Florida Department of Transportation (FDOT) permits. Any onsite/offsite improvements that impact FDOT right-of-way shall require the appropriate FDOT permit(s). Required permits may include utility, access management, drainage or other permits depending on the work planned.
 - h) Any other documentation requested by the Division, not limited to Project conditions and requirements herein.
- 3) During the course of this Agreement, the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

The Division in coordination with the Recipient, if applicable, shall conduct review and approval of any third party in-kind services.

Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's request for reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation Activities consist of project design, which shall implement measures to determine modifications needed to improve the drainage and alleviate flooding for Lake Charlene area, located in Pensacola, FL 32505. The Recipient shall provide designs and calculations for Phase II review, including verification that there will not be any upstream or downstream impact.

The completed project shall provide protection against a 50 -year storm event.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Recipient shall submit Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

- 2) Design documents shall provide a detailed description, which includes specifics on project scope of work, depth and extent of ground disturbance at all, construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

- 1) The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work. Phase II will require additional EHP compliance review.
- 3) Designs and calculations for Phase II review are required. Documentation must be provided verifying that there will be no upstream or downstream impact.
- 4) Copy of all environmental permits. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- 5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting. The comment period shall extend no less than 30 days, and all comments must be addressed prior to initiating any construction activities.
- 6) Meet all required Environmental laws and policies, and all necessary Environmental and Historical Preservation compliance documents shall be obtained, as applicable.
- 7) An Environmental Resource Permit (ERP) or notification of No Permit Required from the Northwest Florida Water Management District (NFWFMD) must be obtained.
- 8) Any onsite/offsite improvements associated with storm water system improvement that impact Florida Department of Transportation (FDOT) right-of-way shall require the appropriate FDOT permit(s). Required permits may include utility, access management, drainage or other permits depending on the work planned.
- 9) An U.S. Army Corps of Engineers (USACE) permit or confirmation that no permit is required (NPR) from the USACE Regulatory Division must be obtained.
- 10) Tribal Consultation is required for proposed ground disturbing activities. Following documents are required and must be submitted as part of deliverables:
 - a) Horizontal limits and vertical depths of ground disturbance in feet and square feet (mapped) with locations of staging areas indicated;
 - b) Geographic latitude/longitude of the proposed construction areas;
 - c) Previous and current use of proposed project area;

- d) Any known site work or historic uses for the proposed location;
 - e) Any available studies that may have taken place on the property.
- 11) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 12) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA before Phase II – Construction is considered.
- 5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA Project Number **4177-19-R**, is funded under HMGP-4177-DR-FL-Severe Storms, Tornadoes, Floods.

The project was awarded by FEMA on **March 28 2016**; with a Pre-Award date November 01, 2014; and the Period of Performance for this project shall end on **December 31, 2017**

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting	3 Months
Design, Engineering, Permitting and Survey:	18 Months
Total Period of Performance:	21 Months

Budget

Line Item Budget*

<u>Phase I</u>	<u>Project Costs</u>	<u>Federal Share</u>
Pre-Award:	\$17,591.00	\$17,591.00
Fees: Design, Permits, Survey	\$296,683.00	\$296,683.00
Total Phase I Cost:	\$314,274.00	\$314,274.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*This project has a Pre-Award, approved by FEMA in the amount of \$17,591.00 project costs with a start date of **November 01, 2014**.*

Funding Summary

<u>Federal Share:</u>	<u>\$314,274.00</u>	<u>(100.0%)</u>
Total Project Cost:**	\$314,274.00	(100.0%)

The non-federal share will be met using a Global Match, which allows credit for similar eligible projects undertaken in the area that did not involve federal funds. The effect is that 100% of the project is covered by federal HMGP funds. FEMA project 4177-09-R- Escambia County project provides the Global Match for the non-federal share for this project.

Sheriff

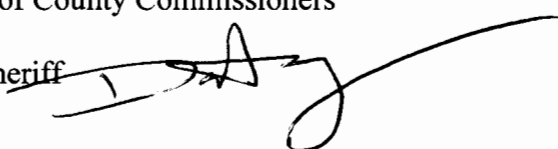


DAVID MORGAN

COPY

MEMORANDUM

TO: Honorable Doug Underhill
Chairman, Board of County Commissioners

FROM: David Morgan, Sheriff 

DATE: October 4, 2017

RE: Annual Investment Report FYE 09/30/17

As required by Paragraph 218.415(15), Florida Statutes, please accept this Annual Investment Report.

This report includes all investments held in the Sheriff's Office portfolio and earnings.

If there are any questions, please do not hesitate to contact Henrique Dias at 436-9541.

DM/jbf

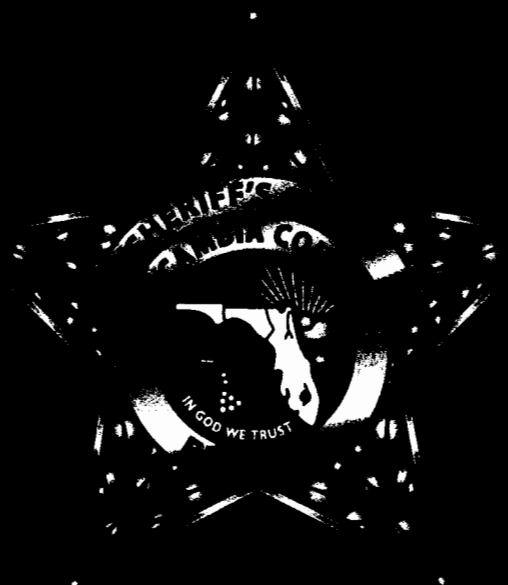
Enclosure (1) "Annual Investment Report"

ESCAMBIA COUNTY SHERIFF'S OFFICE

Telephone (850) 436-9512 • www.escambiaso.com • P.O. Box 18770 • Pensacola, Florida 32523

ANNUAL INVESTMENT REPORT

2017



Sheriff David Morgan

FYE 9/30/17

COPY

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- **Investment Policy**
- **Attachment A (List of Public Depositories)**
- **Attachment B (Investment Policy Internal Controls)**
- **Investments**
 - General Fund Interest Income
 - Other Accounts

INVESTMENT POLICY

Escambia County Sheriff's Office

FYE 9/30/17

ESCAMBIA COUNTY SHERIFF'S OFFICE

Pensacola, Florida

David Morgan, Sheriff

General Order		Subject: Investment Policy		Number: 345
Issue Date: 12/04/2009	Effective Date: 05/24/2016	Review Date: 05/2017	Review Responsibility: Sheriff Chief Deputy Chief Financial Officer	
Distribution Code: All Members		Rescinds:		Amended: 02/20/2014
Related Documents:				
CFA Reference:				

PURPOSE: The purpose of this general order is to prescribe procedures for the investing of surplus funds held by the Escambia County Sheriff's Office.

POLICY: All surplus funds that are held by or for the Escambia County Sheriff's Office will be invested in such a manner so that certain objectives are achieved, in particular the safety of the principle invested and the liquidity of the funds that are invested. The investment of these funds is governed by Florida Statute.

PROCEDURE:

345.1

Investment Objectives

1. When surplus funds are invested, each investment opportunity will follow certain objectives. These objectives are, in order of priority:
 - a. Safety - Funds entrusted to the Sheriff represent funds belonging to the people of Escambia County. Therefore, the primary objective of this investment policy is to provide for the protection of investment capital.
 - b. Liquidity - The Sheriff's Office portfolio will provide sufficient liquidity so that funds are available for timely satisfaction of financial obligations.
 - c. Return on investment - Within safety and liquidity limitations, a reasonable rate of return should be obtained on Sheriff's Office investments.

2. The performance of the Escambia County Sheriff's Office investments will be compared on an annual basis with the appropriate indices published in a national financial publication. Such indices will be selected by the Chief Financial Officer to reflect returns on investments with a minimum of risk.

345.2

Prudence and Ethical Standard

It is imperative that certain standards be established and followed concerning the investment of funds held by the Sheriff. Of those standards, the prudent person standard is defined as follows:

1. Investments will be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the income to be derived.
2. Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper conduct of the investment program, or which could impair their ability to make impartial investment decisions. In addition, those persons will disclose to the Sheriff any material of financial interest or personal relationship which could cause a conflict of interest.

345.3

Authorized Investments

1. The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, F.S.S. 163.01.
2. Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency.
3. Saving accounts in state-certified depositories, as defined in F.S.S. 280.02(16)
4. Certificates of Deposit in a state certified depository.
5. Notes, Bonds, T-Bills, or other direct obligations of the United States Treasury.
6. Federal agencies and instruments.
7. Repurchase agreements.

8. Prior to investing in any derivative product or reverse repurchase agreement, the Chief Financial Officer will review the provisions of F.S.S. 218.415(5).

345.4

Maturity and Liquidity Requirements

The investment portfolio will be constructed in such a manner as to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow.

345.5

Portfolio Composition and Diversification

Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. Investments will be diversified to the extent practical to control risk of loss from over concentration of assets in specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines will be reviewed and, if necessary, revised by the Chief Financial Officer on a periodic basis.

1. The following maximum limits are guidelines for diversification by instrument:
 - a. Government Advantage Interest Accounts 100%,
 - b. Certificates of Deposit 0%,
 - c. Treasury Bills/Notes 0%,
 - d. Other United States Governmental Agencies 0%,
 - e. State investment pool interest bearing accounts (i.e. Savings, NOW) 0%.
2. The Sheriff may revise these guidelines for specific circumstances.
3. Government Advantage Account;
 - a. The Government Advantage Account combines the features and conveniences of a full-service demand deposit account with the advantage of paying interest on excess balances. It also offers additional features that simplify operations and may help reduce overhead on cash management and investment activities.
 - b. Funds in Government Advantage Accounts are demand deposits, not investments. Therefore, the FDIC insures them for the first \$100,000. Additionally, the bank collateralizes the funds in the account to the fullest extent required by state law under Section 280.

- c. Interest payments are determined monthly. At the end of each month, the account analysis system computes the average ledger balance, average float, and average positive collected balance. Compensating balances and the balance to offset services rendered are subtracted from the average positive collected balance to arrive at the net balance available amount. (An earnings credit rate equal to the Treasury bill interest rate will be used.) The interest is then paid on the dollars remaining after the service charges are covered. The interest is paid to the account on the 10th of the following month.

345.6

Authorized Investment Institutions and Dealers

The Escambia County Sheriff's Office will only purchase securities from brokers, dealers, or banks that have met certain criteria. Criteria for approval includes but is not limited to:

1. Banks and Savings and Loan Associations must meet requirements as a qualified depository as determined by the State of Florida.
2. Brokers and dealers must be listed on the Federal Reserve Bank of New York as primary government securities dealer.
3. Brokers and dealers must provide certification of having read this policy.
4. Repurchase agreements will be conducted only with principals and not through third parties acting as agents.

345.7

Third Party Custodial Agreements

1. All securities purchased by the Escambia County Sheriff's Office will be properly designated as assets of the Sheriff's Office and may be held in safekeeping by a third party custodial institution.
2. No withdrawal of securities, in whole or part, will be made from safekeeping without authorization of the Chief Financial Officer.
3. The Chief Financial Officer is authorized to execute, on behalf of the Sheriff, third party custodial agreement(s) with banks and other financial institutions. Such agreements may include the following:
 - a. Letters of authority from the Sheriff;
 - b. Details as to the responsibilities of each party;
 - c. Method of notification of security purchases, sales, and delivery;

- d. Procedures related to repurchase agreements;
 - e. Wire transfers;
 - f. Safekeeping and transaction costs;
 - g. Procedures in case of wire transfer failure or other mishaps; and
 - h. A description of the liabilities of each party.
4. Certificates of deposit or other time deposits do not need to be placed with a third party custodian, as they are collateralized through F.S.S. 280.

345.8

Bid Requirements

- 1. When feasible and appropriate, a competitive bid process will be used.
- 2. The primary investment instrument used by the Sheriff's Office is the Government Advantage Interest Account, with the principal being the bank balance at the end of a work period. Overall banking services will be by bid.
- 3. To obtain the best mix of low cost service fees and highest rates of return, various types of accounts may be packaged as a group. This decision will be at the Sheriff's discretion.
- 4. The group may include both interest bearing and non-interest bearing accounts.
- 5. Bidding will be done on a 3 to 5 year cycle.
- 6. Bid scoring will be done using a weighted matrix system for quantitative type answers.
 - a. If a clear winner does not emerge, a qualitative analysis will be used to make the final decision.
 - b. If a winner did not submit the highest interest rate, an explanation will be attached stating the reason(s) for the final selection.
- 7. All bids will be retained according to current bidding policy.

345.9

Internal Controls

The Chief Financial Officer will establish and monitor a set of controls designed to protect the Sheriff's Office funds and assure proper accounting and reporting of securities transactions.

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
161764661	AMERICAN MOMENTUM BANK	COLLEGE STATION, TX
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK, FL
581111076	AMERIS BANK	MOULTRIE, GA
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
651066544	APOLLO BANK	MIAMI, FL
580570960	ATLANTIC COAST BANK	JACKSONVILLE, FL
591008568	AXIOM BANK	MAITLAND, FL
591485307	BAC FLORIDA BANK	CORAL GABLES, FL
522126008	BANCO POPULAR NORTH AMERICA	NEW YORK, NY
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES, FL
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE, FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND, FL
591447189	BANK OF TAMPA, THE	TAMPA, FL
710130170	BANK OF THE OZARKS 12/31/2016	LITTLE ROCK, AR
591050700	BANK OF THE SOUTH	PENSACOLA, FL
270217289	BANKUNITED, N.A.	MIAMI LAKES, FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
561074313	BRANCH BANKING AND TRUST COMPANY	WINSTON-SALEM, NC
590153930	BRANNEN BANK	INVERNESS, FL
591479450	BRICKELL BANK	MIAMI, FL
370613731	BUSEY BANK	CHAMPAIGN, IL
640156695	CADENCE BANK, N.A.	BIRMINGHAM, AL
800623883	CAPITAL BANK CORPORATION	RALEIGH, NC
593277398	CAPITAL CITY BANK	TALLAHASSEE, FL
582455444	CBC NATIONAL BANK	FERNANDINA BEACH, FL
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
710009885	CENTENNIAL BANK	CONWAY, AR
592979916	CENTERSTATE BANK, N.A.	WINTER HAVEN, FL
205909064	CENTRAL BANK	TAMPA, FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE, FL
582657053	CHARTERBANK	WEST POINT, GA
135266470	CITIBANK, N.A.	SIOUX FALLS, SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF, FL
590557762	CITIZENS BANK OF FLORIDA	OVIEDO, FL
593018034	CITIZENS FIRST BANK	THE VILLAGES, FL
590828474	CITIZENS STATE BANK	PERRY, FL
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI, FL
590201970	COLUMBIA BANK	LAKE CITY, FL
593472696	COMMUNITY BANK & TRUST OF FLORIDA	OCALA, FL
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND, FL
640868867	COMMUNITY BANK, COAST	BILOXI, MS

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
590795359	COMMUNITY STATE BANK	STARKE, FL
630476286	COMPASS BANK	BIRMINGHAM, AL
591521267	CONTINENTAL NATIONAL BANK	MIAMI, FL
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND, FL
591259357	EASTERN NATIONAL BANK	MIAMI, FL
650765849	EDISON NATIONAL BANK	FORT MYERS, FL
203742585	ENCORE BANK	NAPLES, FL
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD, FL
591387466	EXECUTIVE NATIONAL BANK	MIAMI, FL
590238640	FARMERS & MERCHANTS BANK	MONTICELLO, FL
581174938	FIDELITY BANK	ATLANTA, GA
593001999	FIDELITY BANK OF FLORIDA, N.A.	MERRITT ISLAND, FL
310676865	FIFTH THIRD BANK	CINCINNATI, OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS, FL
421174407	FIRST AMERICAN BANK	FORT DODGE, IA
590242465	FIRST BANK	CLEWISTON, FL
202945754	FIRST BANK OF THE PALM BEACHES	WEST PALM BEACH, FL
590612190	FIRST CITY BANK OF FLORIDA *	FORT WALTON BEACH, FL
590969721	FIRST FEDERAL BANK OF FLORIDA	LAKE CITY, FL
202951094	FIRST FLORIDA BANK	DESTIN, FL
208397856	FIRST FLORIDA INTEGRITY BANK	NAPLES, FL
262218160	FIRST GREEN BANK	MOUNT DORA, FL
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY, FL
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA, FL
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY, FL
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI, FL
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA, FL
591451065	FIRST STATE BANK OF ARCADIA, THE	ARCADIA, FL
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST, FL
260564277	FIRST ATLANTIC BANK	JACKSONVILLE, FL
650980079	FLAGLER BANK	WEST PALM BEACH, FL
592475686	FLORIDA CAPITAL BANK, N.A.	JACKSONVILLE, FL
271732978	FLORIDA COMMUNITY BANK, N.A.	WESTON, FL
651107498	FLORIDIAN COMMUNITY BANK	DAVIE, FL
590788761	FNB BANK	FORT WALTON BEACH, FL
592372081	GIBRALTAR PRIVATE BANK & TRUST COMPANY	CORAL GABLES, FL
590199400	GROVE BANK & TRUST	MIAMI, FL
640169065	HANCOCK BANK (legal name is WHITNEY BANK)	GULFPORT, MS
590879274	HARBOR COMMUNITY BANK	FORT PIERCE, FL
593584666	HEARTLAND NATIONAL BANK	SEBRING, FL
720218470	IBERIABANK	LAFAYETTE, LA
261783674	INTRACOASTAL BANK	PALM COAST, FL
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS, OH

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
590549169	LAFAYETTE STATE BANK *	MAYO, FL
204694103	LEGACY BANK OF FLORIDA	BOCA RATON, FL
593559141	MADISON COUNTY COMMUNITY BANK	MADISON, FL
200235207	MAINSTREET COMMUNITY BANK OF FLORIDA	DELAND, FL
650644585	MARINE BANK & TRUST COMPANY	VERO BEACH, FL
562447439	NATIONAL BANK OF COMMERCE	BIRMINGHAM, AL
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO, IL
260351928	NORTHSTAR BANK	TAMPA, FL
592237280	OCEAN BANK	MIAMI, FL
412124729	OCULINA BANK, THE	VERO BEACH, FL
010914314	ONE SOUTH BANK	CHIPLEY, FL
042764211	ONEUNITED BANK *	BOSTON, MA
592437764	PACIFIC NATIONAL BANK	MIAMI, FL
203037095	PARADISE BANK	BOCA RATON, FL
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE, FL
592648364	PEOPLES NATIONAL BANK	NICEVILLE, FL
593512544	PEOPLES STATE BANK	LAKE CITY, FL
581171935	PEOPLESSOUTH BANK	COLQUITT, GA
221146430	PNC BANK, N.A.	WILMINGTON, DE
203294197	PREFERRED COMMUNITY BANK	FORT MYERS, FL
421728226	PREMIER COMMUNITY BANK OF FLORIDA	BRADENTON, FL
260474086	PRIME MERIDIAN BANK	TALLAHASSEE, FL
262155465	PROFESSIONAL BANK	CORAL GABLES, FL
593244348	RAYMOND JAMES BANK, N.A.	ST. PETERSBURG, FL
630371391	REGIONS BANK	BIRMINGHAM, AL
640220550	RENASANT BANK	TUPELO, MS
610197400	REPUBLIC BANK & TRUST COMPANY	LOUISVILLE, KY
590193820	SEACOAST NATIONAL BANK	STUART, FL
203341252	SEASIDE NATIONAL BANK & TRUST	ORLANDO, FL
202451671	SERVISFIRST BANK	BIRMINGHAM, AL
204091629	SMARTBANK	PIGEON FORGE, TN
580214350	SOUTHEASTERN BANK	DARIEN, GA
262000576	SUMMIT BANK, N.A.	PANAMA CITY, FL
590724756	SUNSHINE BANK	PLANT CITY, FL
650878433	SUNSTATE BANK	MIAMI, FL
580466330	SUNTRUST BANK	ATLANTA, GA
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
640878155	THE FIRST, A NATIONAL BANKING ASSOCIATION	HATTIESBURG, MS
593531592	TIAA, FSB DBA EVERBANK	JACKSONVILLE, FL
591498440	TOTALBANK	MIAMI, FL
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
310841368	U.S. BANK N.A.	CINCINNATI, OH

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

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FEIN	INSTITUTION	HOME OFFICE LOCATION
630838750	UNITED BANK	ATMORE, AL
590489540	UNITED SOUTHERN BANK	UMATILLA, FL
205689929	USAMERIBANK	CLEARWATER, FL
221186387	VALLEY NATIONAL BANK	PASSAIC, NJ
590500870	WAUCHULA STATE BANK	WAUCHULA, FL
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD

Updated September 28, 2017

ATTACHMENT A

Escambia County Sheriff's Office

FYE 9/30/17

345.10
Reporting

The Chief Financial Officer will prepare periodic reports, at least annually, for presentation to the Sheriff and the Board of County Commissioners. The report(s) will include the following:

1. Securities in the portfolio by class or type;
2. Book value;
3. Income earned; and
4. Market value as of date of the report.

Approved

SIGNED

05/24/2016

David Morgan, Sheriff
Escambia County, Florida

Date

ATTACHMENT B

Escambia County Sheriff's Office

FYE 9/30/17

**OFFICE OF THE SHERIFF
ESCAMBIA COUNTY, FLORIDA
INVESTMENT POLICY INTERNAL CONTROLS**

The controls are designed to protect the Sheriff's Office funds and to insure proper accounting and reporting of securities transactions. The controls will included, but are not limited to the following:

1. All securities purchased or sold will be transferred only under "delivery vs. payment" (d.v.p.) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
2. The Chief Financial Officer is authorized to accept on behalf of and in the name of the Escambia County Sheriff's Office, bank trust receipts or confirmation as evidence of actual delivery of the obligation or securities in return for investment of funds.
3. Trust receipts or confirmations will fully describe the various obligation or securities held.
4. The receipt or confirmation will state that the investment is held in the name of the Escambia County Sheriff's Office.
5. Written documentation and/or confirmation of telephone transactions and/or wire transactions will be maintained.
6. There will be adequate separation of duties with clear delegation of authority among personnel handling investment functions.
7. Custodial safekeeping will be properly utilized.
8. Operation review and performance evaluation and reporting, interim and/or annual, will be completed by the Chief Financial Officer.
9. There will be an avoidance of bearer type securities.
10. There will be an avoidance of deliver type securities.
11. There will be specific limitations regarding securities losses and remedial actions will be taken as soon as possible should such losses occur.
12. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be developed.
13. Prohibition of collusion will be developed into such controls.

INVESTMENTS

Escambia County Sheriff's Office

FYE 9/30/17

General Fund Interest Income

At 9/30/17 The Escambia County Sheriff's Office earned for the fiscal year the following amounts :

Oct	\$ 219.71
Nov	\$ 252.58
Dec	\$ 307.94
Jan	\$ 343.75
Feb	\$ 310.33
Mar	\$ 377.37
Apr	\$ 405.12
May	\$ 416.10
June	\$ 436.42
July	\$ 250.22
August Compass BBVA	\$ 28.93
August Wells Fargo	\$ 397.49
September	\$ -

Total for fiscal year 2017	\$ 3,745.96
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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-13025

Clerk & Comptroller's Report 11. 3.

BCC Regular Meeting

Consent

Meeting Date: 10/19/2017

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 Workshop held September 14, 2017;

B. Approve the Minutes of the Second Public Hearing for consideration of the Fiscal Year 2017/2018 County-wide Budget held September 26, 2017;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 5, 2017; and

D. Approve the Minutes of the Regular Board Meeting held October 5, 2017.

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

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13086

Growth Management Report 11. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/19/2017

Issue: 5:45 p.m. - A Public Hearing Concerning the Conditional Use and the Issuance of a Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m.- A Public Hearing Concerning the Conditional Use Determination and the Issuance of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 13009 Beulah Road

That the Board of County Commissioners (BCC) take the following action:

- A. Conduct a quasi-judicial public hearing to consider the conditional use determination to allow for an asphalt/concrete crushing recycling and processing facility, located at 13009 Beulah Road, per the conditions as prescribed in Chapter 2 Article 2-6.4(c)(3)a-i of the Land Development Code (LDC) along with the conditions as prescribed in Chapter 3 Article 3-2.11(c)(5)d1-4 of the LDC;
- B. Review and either approve, modify, or deny the authorization of a conditional use; and
- C. Review and either approve, modify, or deny the request for issuance of a recycling permit for an asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Perdido Landfill.

BACKGROUND:

Escambia County owns and operates an active Class I landfill known as the Perdido Landfill, located in Cantonment, Florida. The facility is managed and operated by the Escambia County Waste Services Department (WSD) under the jurisdiction of multiple State and/or Federal Permits. The Perdido Landfill occupies a total area of 424 acres which includes an active Class I Landfill, a closed Class I Landfill (FDEP Permit No. 0000667-031-SO-01), a Class III Landfill (FDEP Permit No. 0000667-033-SO-T3), a yard trash collection and processing facility, a waste tire collection center (FDEP Permit No. 0000667-034-WT-05), and a citizens' drop off center.

Per FDEP Environmental Resources regulations, the 424-acre site is regulated by an

existing Stormwater Permit, No. 17-0000667-018-EI. The subject facility is also operating in full compliance with an issued Title V (NSPS) Air Permit, No. 0330246-008-AV. The subject facility is designed with a gas collection system, which regularly collects landfill gas and sends it to a blower flare station and then off-site to a gas-to-energy (GTE) facility operated by Gulf Power.

The Perdido Landfill accepts demolition debris, which consists of: concrete, asphalt and brick and stores these materials in a designated area on-site. The stockpile is maintained in an area less than 1 acre. This material is often re-used onsite (un-processed) for erosion control or in road construction. In the past, as the size of the stockpile has reached capacity (estimated at 10,000 cubic yards) a rock-crushing contractor has been mobilized onsite to perform rock recycling.

Per the Escambia County Development Services Department, the proposed processing activity requires the landowner (Escambia County) to obtain a "Recycling Permit" as stipulated by the County's Recycling Ordinance. This Operations Plan is intended to supplement the WSD Recycling Permit Application. A Site Plan is included as Exhibit A showing the location of the proposed operation.

The Development Order for Escambia County Perdido Landfill was approved through the County's Development Review process on August 16, 2017, contingent upon the review for authorization or denial of the Conditional Use and Recycling Facility Permit at the aforementioned location.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the issuance of this Permit.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Analysis and Review with Map Series

Development Order with Exhibits

Staff Analysis and Review of Conditions as prescribed by Chapter 2 of the LDC

10/13/17

Compliance Review. The reviewing board shall conduct the quasi-judicial public hearing to consider the requested conditional use. The applicant has the burden of presenting competent substantial evidence that establishes each of the following conditions:

a. General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

- Based on the application language, Escambia County owns and operates an active Class I landfill facility known as the Perdido Key landfill; the facility occupies a total area of 424 acres. The proposed processing activity will be in a centralized area of the parcel occupying less than 1 acre. Buffering will be maintained as described and approved in the Development Order and Site Plan associated with this request. Within the 2500' buffer area there are properties with zoning districts Agr, Pub, Con, RR and LDR.

b. Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, and will provide adequate capacity to serve the proposed use consistent with capacity requirements.

- The current facility operates within adopted levels of service; the proposed operation will be consistent with all capacity requirements. The applicant stated that the landfill accepts demolition debris, such as concrete, asphalt and brick which is stockpiled for re-use on-site for erosion control or road construction.

c. On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

- The proposed operation is not expected to create any additional traffic into or out of the current Landfill site. Efficient traffic flow and control, on-site parking and loading and emergency vehicle access remains unchanged.

d. Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

- Based on the applicant's request, quality control measures will be implemented by Engineering staff at the Waste Services Department (WSD), with assistance from other County staff to include: air and stormwater quality inspections to ensure no adverse impact by the proposed operation; environmental testing to determine and monitor respirable dust emission levels on-site. The applicant has provided an Operations Plan describing detailed measures for the monitoring, prevention and avoidance of known nuisances and hazards.

e. Solid waste. All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

- Based on the application, solid waste management will be provided on-site by the operator.

f. Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

- All proposed operations will be conducted within the boundaries of the Perdido Key Landfill parcels. Screening and buffering will be in accordance to the requirements of the LDC and the approved Development Order.

g. Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

- Currently the applicant does not propose any additional signs or exterior lights for the project. Any future proposals for new signs or lights related to this project will be reviewed and permitted in accordance with applicable regulations.

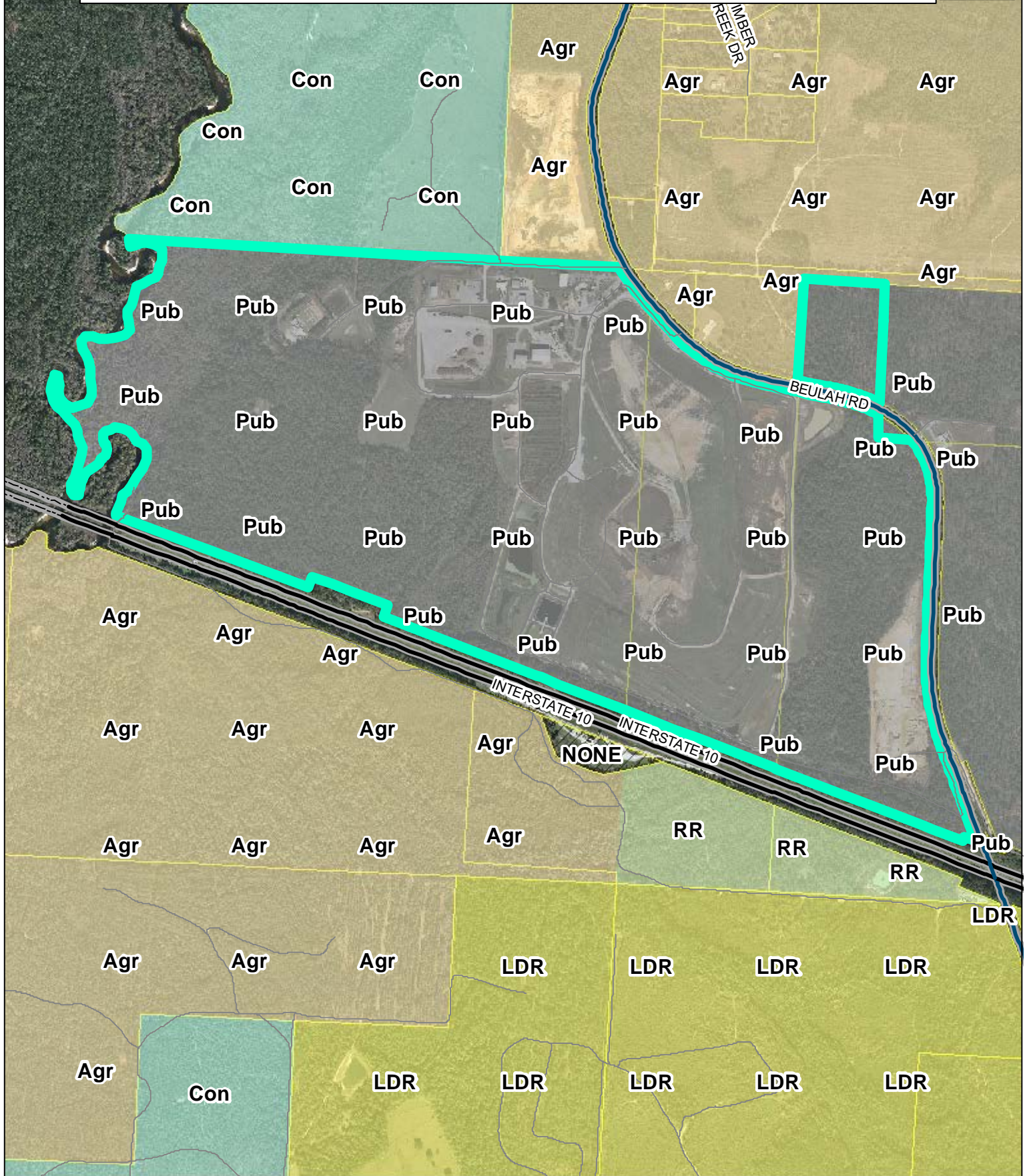
h. Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.wq

- The Perdido Key Landfill parcels location and the topography on-site would adequately accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations. The proposed 1 acre activity location is situated within the boundaries of the existing landfill parcel. Access to the parcel remains unchanged.

i. Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

- The Perdido Key Landfill site, at the proposed location for the activity is zoned Public; The Public zoning district establishes appropriate areas and land use regulations for publicly owned parcels with public uses generally having greater potential for adverse off-site impacts. The proposed activity is listed as a permitted industrial and related use. Based on the application, the proposed use will comply with all current provisions in the LDC.

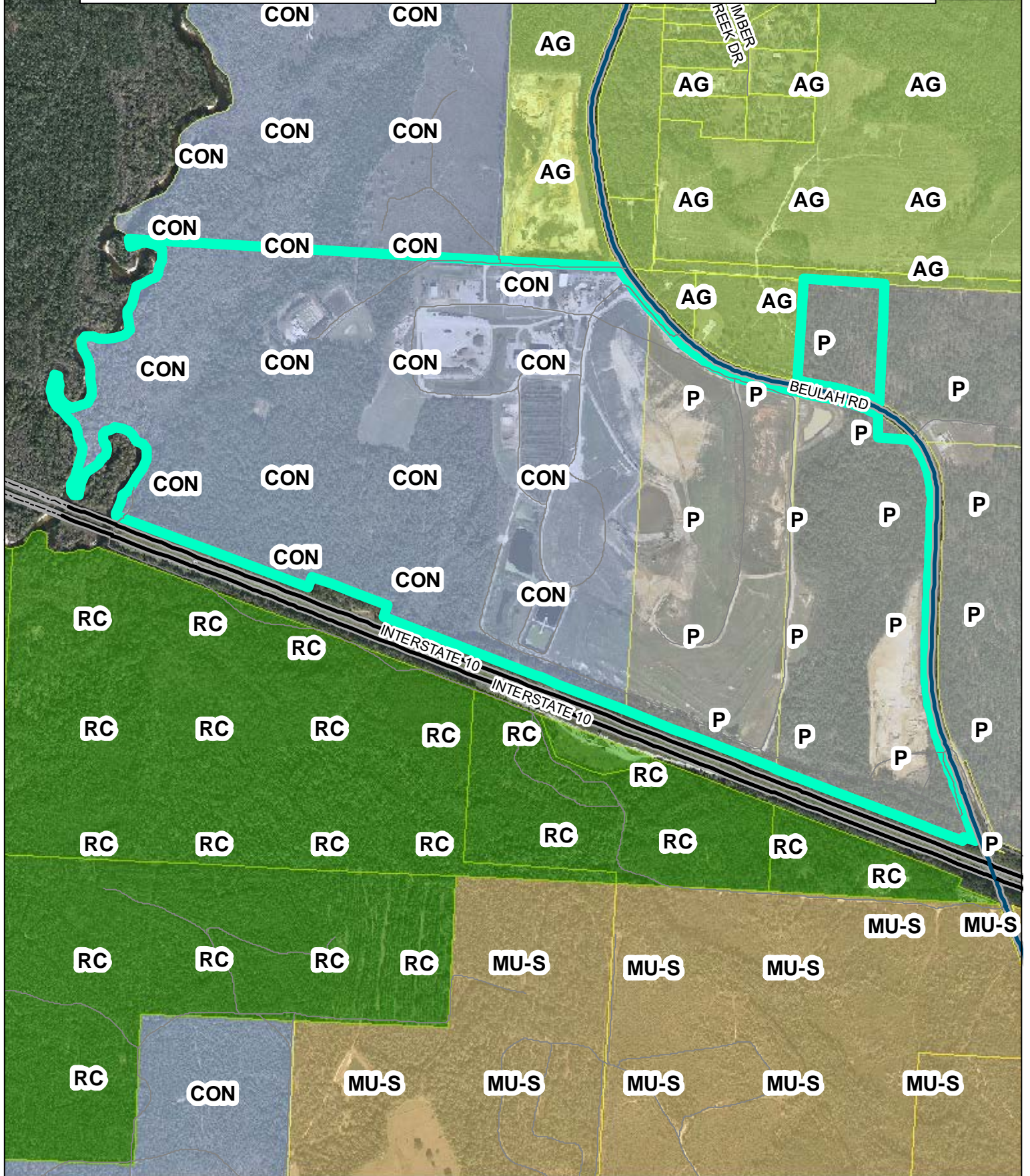
Escambia County Perdido Landfill Concrete Debris Crushing Zoning Map



0 1,000 2,000 3,000 4,000
Feet

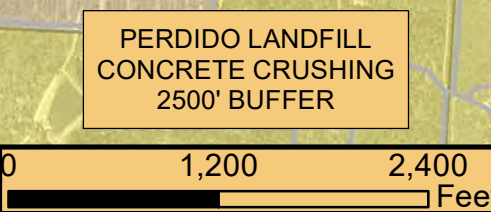
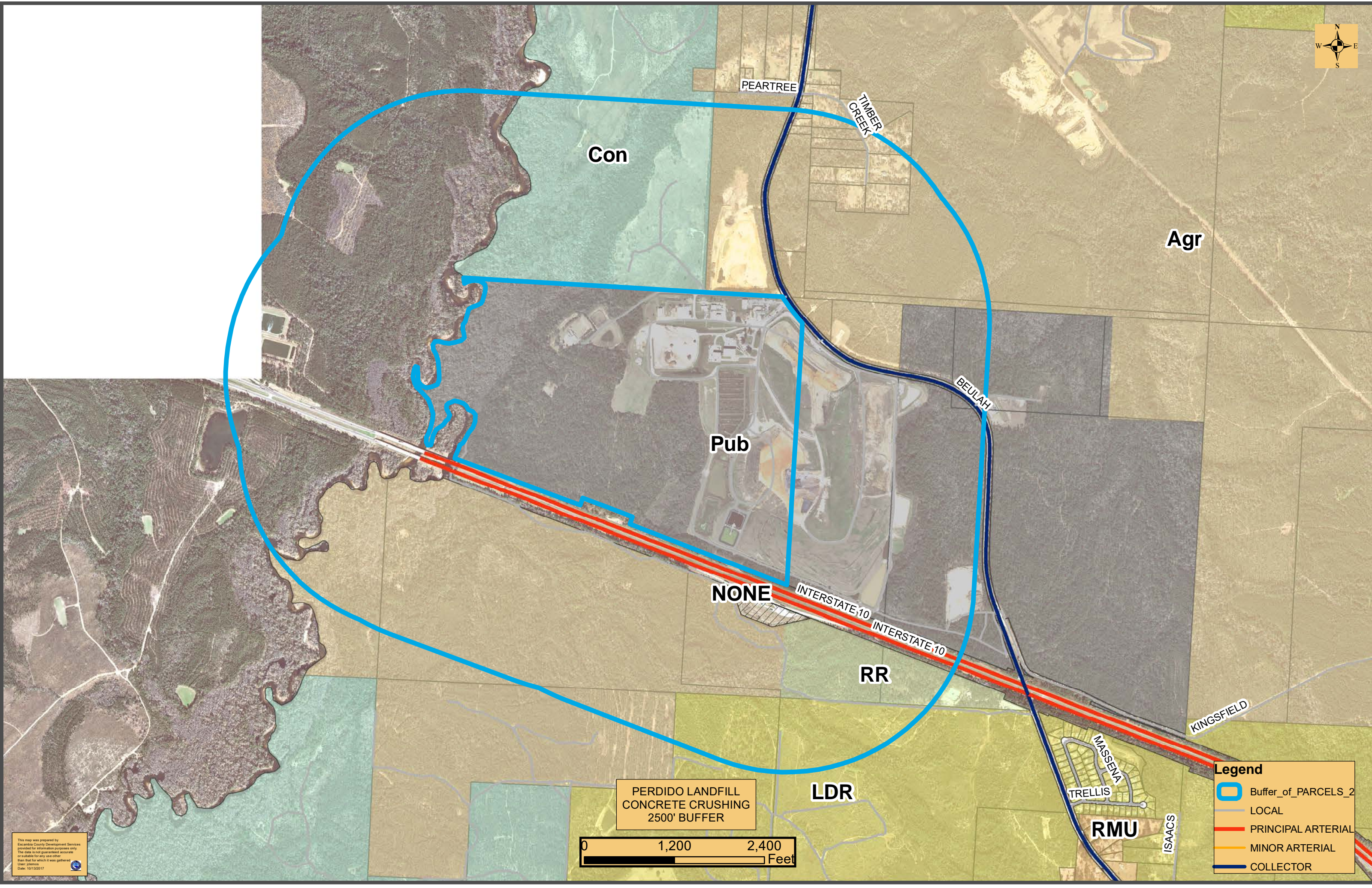
This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

Escambia County Perdido Landfill Concrete Debris Crushing FLU Map



0 1,000 2,000 3,000 4,000
Feet

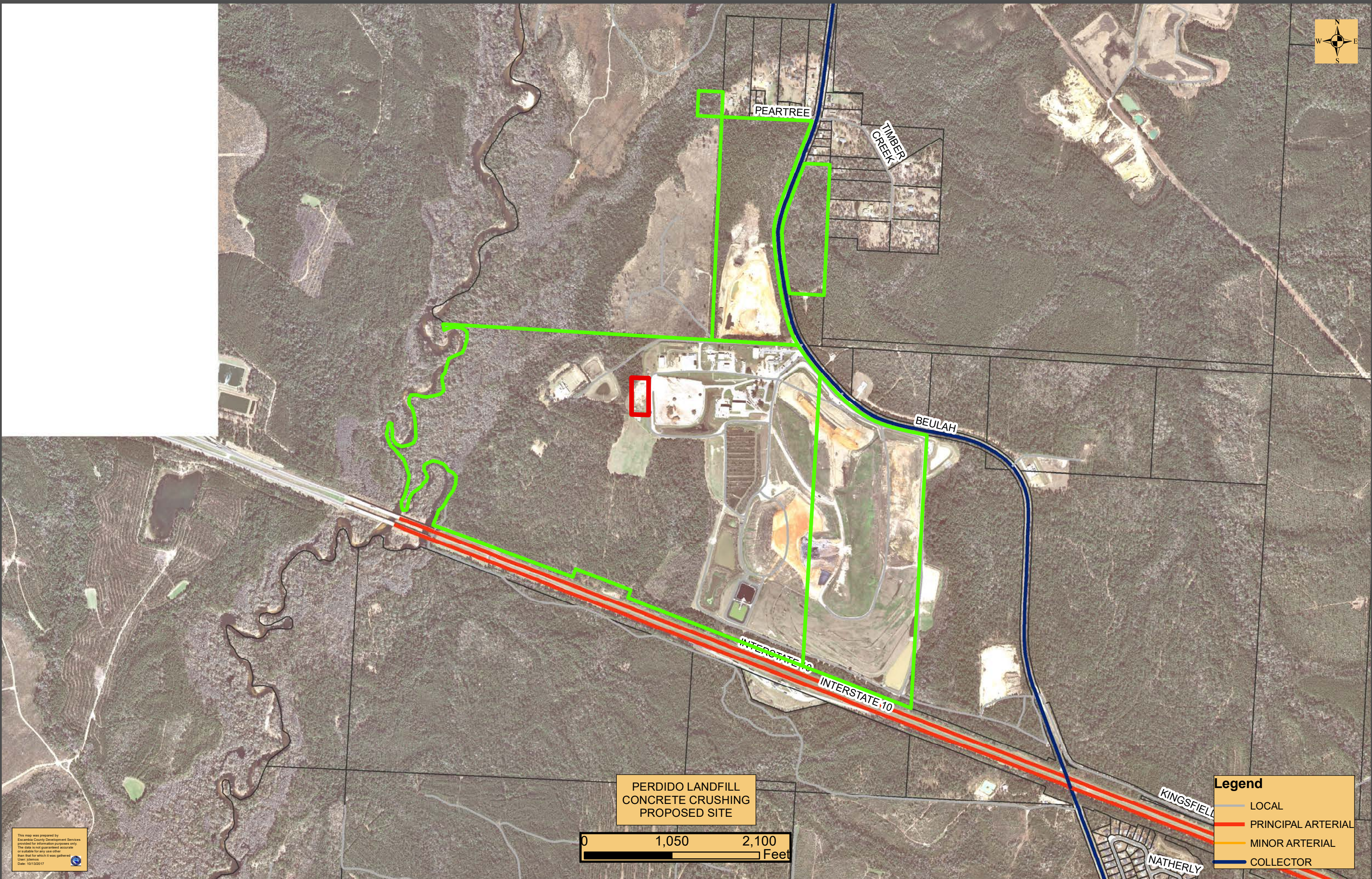
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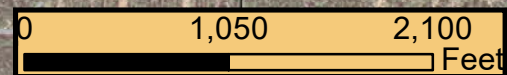
Legend

- Buffer_of_PARCELS_2
- LOCAL
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

This map was prepared by
Escambia County Development Services
provided for information purposes only.
The data is not guaranteed accurate
or suitable for any use other
than that for which it was gathered.
User: jplemons
Date: 10/13/2017



PERDIDO LANDFILL
CONCRETE CRUSHING
PROPOSED SITE



Legend

- LOCAL
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

This map was prepared by
Escambia County Development Services
provided for information purposes only.
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or suitable for any use other
than that for which it was gathered.
User: jplemons
Date: 10/13/2017

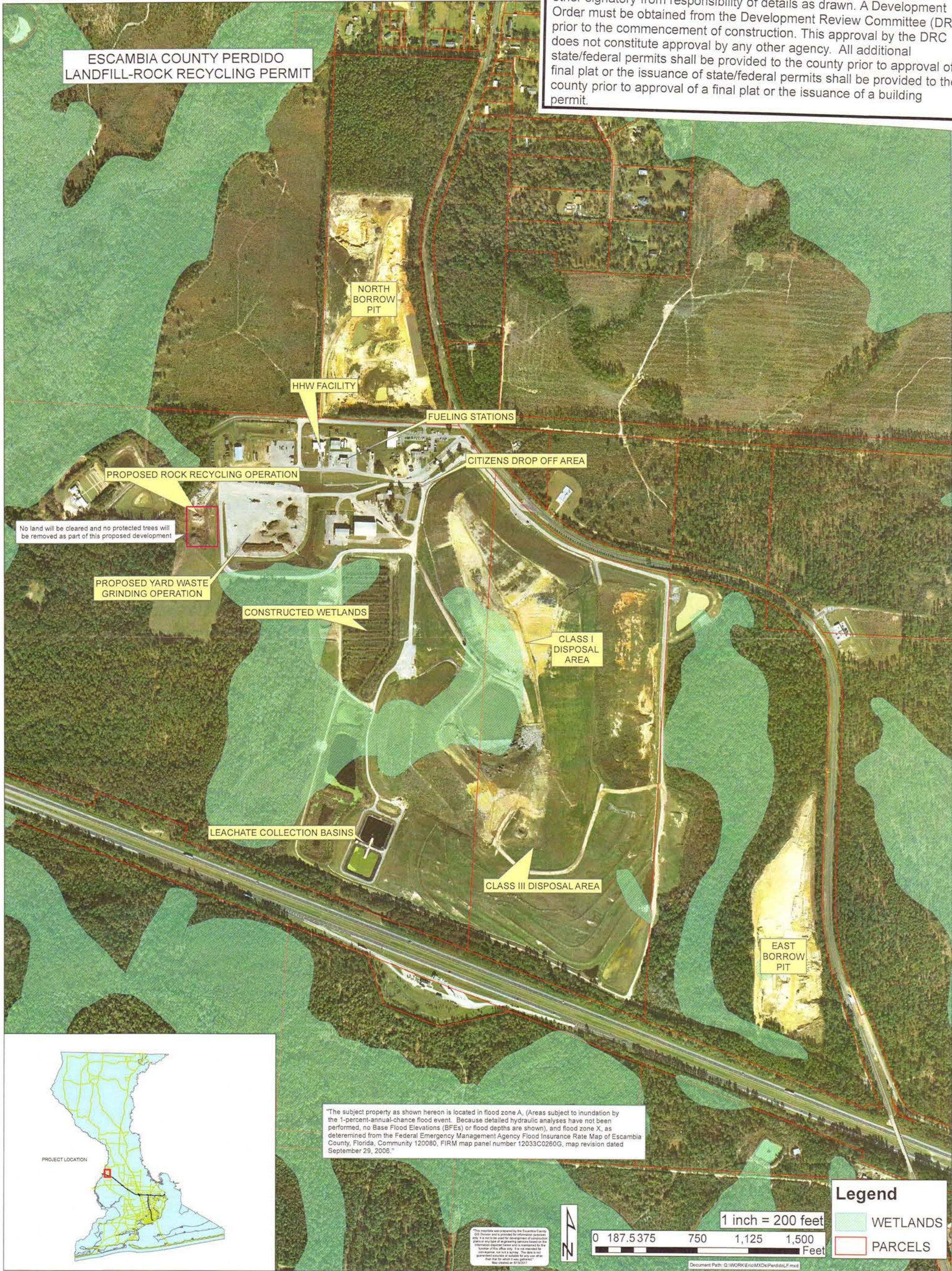
Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature _____
Development Services Director or Designee

8/16/2017
Date

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from 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 additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

ESCAMBIA COUNTY PERDIDO
LANDFILL-ROCK RECYCLING PERMIT





SITE PLAN DEVELOPMENT ORDER with Concurrency Certification

Project: Escambia County Landfill Concrete Recycling
Location: 13009 Beulah Road
Development Review #: PSP170600092
Property Reference #s: 24-1N-32-4101-000-000

Future Land Use: P
Zoning District: Pub
Flood Zone: X

Exhibit A: Recycling Facility Permit
Exhibit B: Operations Plan

PROJECT DESCRIPTION

This Development Order is to satisfy site plan and review requirements of Escambia County Ordinance (to bring recycling facilities into compliance with Escambia County Land Development Code). This approved Development Order also includes the County Recycling permit to be reviewed and presented for approval for Escambia County Landfill to the BCC. The project description is the development of a 1-acre site out of 424-acres as a compliant recycling facility providing storage, processing and removing waste concrete/asphalt off-site as proposed by attached Exhibit B.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. 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 alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with

erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

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. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
6. 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.
7. 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. Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and it's operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.

2. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee.
3. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.
4. All proposed activities are allowed only on the existing impervious/semi-impervious surfaces.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Escambia County Landfill Concrete Recycling** 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.



Director, Development Services Department



Date



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

Permittee:	Perdido Landfill (Brent Schneider)
Facility Name:	Escambia County Landfill Concrete Recycling
Facility Type:	Concrete & Asphalt Recycling
File Number:	PSP170600092
Original Date of Issue:	
Renewal Date:	
Expiration Date:	
Development Review #:	PSP170600092
Date:	8/16/2017
Total Acreage of Facility:	424
Total Area Licensed for Operation:	424

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.
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 Statutes, 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.

General Permit Conditions – All Facilities - Continued

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.
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.

Specific Permit Conditions -Continued

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 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 _____ and a copy emailed to _____ (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 escambiwqlm@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:



**OPERATIONS PLAN
ROCK CRUSHING
PERDIDO LANDFILL
ESCAMBIA COUNTY WASTE SERVICES DEPARTMENT
ESCAMBIA COUNTY, FLORIDA**

Prepared for:

Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Prepared by:

Escambia County Waste Services Department
13009 Beulah Road
Cantonment, Florida 32533

June 27, 2017



Board of County Commissioners • Escambia County, Florida

Patrick T. Johnson, Director
Waste Services Department

June 27, 2017

Mr. Horace Jones
Department Director
Escambia County
Development Services Department
3363 West Park Place
Pensacola FL 32505

RE: Recycling Permit- Temporary Rock Crushing Operation
Escambia County Perdido Landfill
13009 Beulah Road, Cantonment FL 32533

Dear Mr. Jones:

The Perdido Landfill accepts residential demolition debris, which consists of: concrete, asphalt and brick and stores these materials in a designated area on-site. The stockpile is maintained in an area less than 1 acre. This material is often re-used onsite (un-processed) for erosion control or in road construction. In the past, as the size of the stockpile has reached capacity (estimated at 10,000 cubic yards) a rock-crushing contractor has been mobilized onsite to perform rock recycling. The processing generally lasts between 2-4 weeks.

Per the Escambia County Development Services Department, the proposed processing activity requires the landowner (Escambia County) to obtain a "Recycling Permit" as stipulated by the County's Recycling Ordinance. Therefore, please find enclosed our Recycling Permit Application including the required supplemental information.

Please call me at 850-937-2160 if you have any questions or comments on this letter.

Sincerely,

A handwritten signature in cursive script, reading "Brent Schneider".

Brent Schneider, PE
Waste Services Engineering/ Environmental Manager

cc: Pat Johnson, Escambia County Waste Services

INTRODUCTION

1.1 PERMIT BACKGROUND

Escambia County owns and operates an active Class I landfill known as the Perdido Landfill, located in Cantonment, Florida. The facility is managed and operated by the Escambia County Waste Services Department (WSD) under the jurisdiction of multiple State and/or Federal Permits. The Perdido Landfill occupies a total area of 424 acres which includes an active Class I Landfill, a closed Class I Landfill (FDEP Permit No. 0000667-031-SO-01), a Class III Landfill (FDEP Permit No. 0000667-033-SO-T3), a yard trash collection and processing facility, a waste tire collection center (FDEP Permit No. 0000667-034-WT-05), and a citizens' drop off center.

Per FDEP Environmental Resources regulations, the 424-acre site is regulated by an existing Stormwater Permit, No. 17-0000667-018-EI. The subject facility is also operating in full compliance with an issued Title V (NSPS) Air Permit, No. 0330246-008-AV. The subject facility is designed with a gas collection system, which regularly collects landfill gas and sends it to a blower flare station and then off-site to a gas-to-energy (GTE) facility operated by Gulf Power.

1.2 PURPOSE

The Perdido Landfill accepts demolition debris, which consists of: concrete, asphalt and brick and stores these materials in a designated area on-site. The stockpile is maintained in an area less than 1 acre. This material is often re-used onsite (un-processed) for erosion control or in road construction. In the past, as the size of the stockpile has reached capacity (estimated at 10,000 cubic yards) a rock-crushing contractor has been mobilized onsite to perform rock recycling.

Per the Escambia County Development Services Department, the proposed processing activity requires the landowner (Escambia County) to obtain a "Recycling Permit" as stipulated by the County's Recycling Ordinance. This Operations Plan is intended to supplement the WSD Recycling Permit Application.

A Site Plan is included as Exhibit A showing the location of the proposed operation.

1.3 OPERATION

Generally, the rock crushing contractor will possess a separate operating plan and be required to obtain any necessary permits to operate their equipment(s). It is the understanding of the WSD that the contractor will be required to possess an FDEP general air permit and will submit a "Facility Relocation Notification" form to the FDEP before operating. A copy of Escambia County's site-wide operations plan is included as Exhibit B. Additionally, the contractor will adhere to the operating conditions specified in the Escambia County's operation plan.

The project involves the crushing/recycling of up to 10,000 CY (cubic yard) of used concrete, asphalt and brick at the Perdido Landfill. The debris will be crushed on-site and will be recycled for use on-site as road construction material. The crushing machine will be located at the

stockpile area as shown in Exhibit A. The crushing operation will be contracted in accordance with Escambia County purchasing requirements. The contractor will be licensed, insured and possess all necessary permits.

Quality control measures will be implemented by the engineering staff at the WSD, including monitoring the overall progress of the operation and to make sure that strict adherence to all County permits are being enforced. Most notably, air and stormwater quality should not be adversely impacted by the proposed operation. WSD staff will routinely inspect the site to ensure that existing drainage patterns and runoff are maintained in accordance with the site ERP Stormwater Permit. In addition, County staff may conduct environmental testing to determine and monitor respirable dust emission levels at the Perdido Landfill property. Respirable dust, which includes silica dust, emission levels shall not exceed the PM_{2.5} 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 PM_{2.5} 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. The operation will be limited to non-windy days in addition to employing water spraying to limit dust emission and maintain compliance with the above requirements.

In accordance with the negotiated contractual price (\$/ton), the processed material will be weighed using a loader bucket scale as a means of compensation. The processed material will be stored in a separate pile from the unprocessed material but still contained within the stockpile area footprint. At no point should the processed material be placed outside of the stockpile area. Upon mobilization, the operation is expected to last between 2-4 weeks.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13065

Growth Management Report 11. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/19/2017

Issue: 5:46 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:

5:46 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, LLC ("Sunbelt")

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, LLC ("Sunbelt").

BACKGROUND:

On April 26, 2016, the Escambia County Board of Commissioners (BCC) issued a recycling permit for a pre-existing crushing/recycling facility located at 2390 Longleaf Drive, owned by Sunbelt Crushing, LLC ("Sunbelt"). This permit is attached hereto as Attachment A.

Pursuant to the conditions of the approved Permit #PSP15000136 and the Escambia County Code of Ordinances governing renewal of such permit, on March 27, 2017, the County received an application from Sunbelt requesting a Renewal Permit, approximately one month prior to the expiration of the current permit. The current permit was extended as allowed for 180 days for Sunbelt and the County to complete the application and public participation process prior to Board action. The County Permit extension is attached as Attachment B.

Pursuant 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, however the extension shall not be more than 180 days. The current extension, and thus the operational permit, is scheduled to expire on October 23, 2017 and may not be extended beyond this date.

Since receiving the County Permit, Sunbelt Crushing, LLC, has remained in substantial

compliance with all County and FDEP regulations. The County has received no complaints related to the operation. Further, the County Natural Resources Department has conducted periodic random air samplings related to potential environmental impacts from Sunbelt's operation. None of the air sampling results have exceeded the maximum allowed standards.

In response to concerns from the neighboring community and Natural Resources Department, Sunbelt Crushing, LLC, has voluntarily agreed to include certain Best Management Practices related to fugitive silica dust as special permit conditions. The inclusion of the additional Best Management Practices will serve to further control any anticipated environmental impacts. Any violation of the Best Management Practices or other permit or Code provisions may result in revocation of the permit.

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

Attachments

Attachment A

Attachment B

Attachment C

Escambia County
Clerk's Original
4/17/16, 5:17pm, 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

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.

Date: 4-26-2016 Verified By: H. McCord

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 Statutes, 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 escambiwqlm@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.

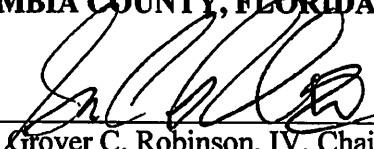
5. Permit Renewals

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

Date Executed

By: 
Deputy Clerk

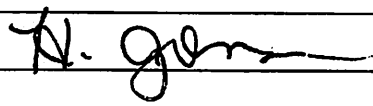
4-26-2016

BCC Approved: 4-7-2016

Approved as to form and legal
sufficiency.

BOCC Authorization Date: _____

By/Title: 
Date: 4/29/16

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:	<u></u>	Date: <u>April 27, 2016</u>



Board of County Commissioners • Escambia County, Florida

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 forward 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 Statutes, 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.

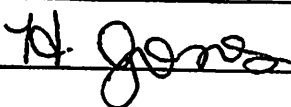
The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.
2. **Leachate Controls.**
Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall 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.
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: 	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.
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 Statutes, 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.

General Permit Conditions – All Facilities - Continued

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.
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 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. Best Management Practices for Track Out Dust Control.

The Permittee shall abide by Best Management Practices, approved by the Escambia County Development Services, Solid Waste, and Natural Resources Departments, and attached hereto as Addendum A, and incorporated herein by reference, for the management of all track out dust.

4. 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.

5. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

6. 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-13085

Growth Management Report 11. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/19/2017

Issue: 5:47 p.m. - A Public Hearing Concerning Review of an Ordinance Amending LDC Chapter 3 Regarding HC/LI Zoning Uses Within MU-S Future Land Use

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning Review of an Ordinance Amending LDC Chapter 3 Regarding HC/LI Zoning Uses Within MU-S Future Land Use

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, to identify those uses of the Heavy Commercial and Light Industrial (HC/LI) zoning district that are allowed within the Mixed-Use Suburban (MU-S) future land use (FLU) category.

BACKGROUND:

At the April 6, 2017, BCC Meeting, the Commissioners directed staff to amend the MU-S FLU designation and/or the HC/LI zoning district to delineate that the HC/LI zoning category is consistent with MU-S designation with regards to heavy commercial uses allowed by the HC/LI zoning. They also directed staff to clarify that the light industrial uses are not consistent and do not cause de facto inconsistency between MU-S FLU and HC/LI zoning.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Planning Board prior to action by the BCC. The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the BCC.

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

Additional Backup

ORDINANCE NUMBER 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 1, SECTION 3-1.3 ZONING AND FUTURE LAND USE, AND AMENDING ARTICLE 2, SECTION 3-2.11 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), TO ADDRESS CONSISTENCY OF PARCELS ZONED HC/LI AND WHICH ARE LOCATED WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY; 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 163, Florida Statutes, directed local governments to each adopt a comprehensive plan that provides the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, that includes a future land use element designating the future general distribution, location, and extent of the uses of land, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, the Escambia County Board of County Commissioners has, within the future land use element of the adopted Escambia County Comprehensive Plan, established future land use categories and related policies to form future land use patterns that encourage compact and mixed-use urban development, support transit, provide a clear separation between urban, suburban, and rural areas, and provide protection for existing agricultural areas; and

WHEREAS, the Board has, within the regulations of the county's Land Development Code, established one or more zoning districts containing specific and detailed provisions necessary to implement the established purpose and the general distribution, location, and extent of uses of each future land use category within the Comprehensive Plan; and

WHEREAS, the Board finds that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories; and

WHEREAS, the Board finds that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category; and

1 **WHEREAS**, the Board finds that it is in the best interests of the health, safety, and
2 welfare of the public to address any inconsistency created by HC/LI zoning within the MU-
3 S future land use category.

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

6 **Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development
7 Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions,
8 is hereby amended as follows (words underlined are additions and words ~~stricken~~ are
9 deletions):

10 **Sec. 3-1.3 Zoning and future land use.**

11 **(a) Generally.** Together the future land use (FLU) categories of the Comprehensive Plan
12 and zoning districts of the LDC form the primary location-specific land use regulations
13 of the county. Within each FLU, one or more zoning districts implement and further
14 refine the distribution and extent of allowable land uses. The identification or
15 classification of a use or activity as allowed by the applicable future land use category
16 and zoning district does not constitute the required approval to carry out that use or
17 activity. Consistency with FLU and zoning only indicates that, upon appropriate review
18 and approval for compliance with the provisions of the LDC, the use or activity may
19 be established, reestablished or expanded.

20 **(b) Official maps.** The areas of the county subject to each future land use category
21 established within the Comprehensive Plan are recorded on the *Official Future Land*
22 *Use Map of Escambia County*. Similarly, the areas of each zoning district established
23 in this chapter are recorded on the *Official Zoning Map of Escambia County*. The
24 zoning map is adopted and incorporated here by reference and declared to be part of
25 the LDC. The information shown on the map has the same force and effect as the
26 text of the LDC. Both official maps are represented and maintained digitally in the
27 county's Geographic Information System (GIS) and shall be accessible to the public
28 via the county's website, www.myescambia.com.

29 **(c) Boundary determinations.** If uncertainty exists regarding the boundary of any FLU
30 category or zoning district, the boundary shall be determined by the Planning Official
31 in consideration of the following:

32 **(1) Natural features.** A boundary that reflects a clear intent to follow a particular
33 natural feature such as a stream or shoreline shall be understood to follow the
34 feature as it actually exists and move with the feature should it move as a result of
35 natural processes.

36 **(2) Manmade features.** A boundary shown on the official map as approximately
37 following a right-of-way, parcel line, section line, or other readily identified
38 manmade feature shall be understood to coincide with that feature.

39 **(3) Parallel or extension.** A boundary shown on the official map as approximately
40 parallel to a natural or manmade feature shall be understood as being actually

parallel to that feature; or if an apparent extension of such a feature, then understood as an actual extension.

(4) Metes and bounds. If a boundary splits an existing lot or parcel, any metes and bounds description used to establish the boundary shall be used to determine its location.

(5) Scaling. If the specific location of a boundary cannot otherwise be determined, it shall be determined by scaling the mapped boundary's distance from other features shown on the official map.

(d) Split parcels. The adopted zoning districts and FLU categories are parcel-based, but their boundaries are not prohibited from dividing a parcel. For parcels split by these boundaries, including overlay district boundaries, only that portion of a parcel within a district or category is subject to its requirements. Where a zoning district boundary divides a parcel that is ten acres or less in size and not part of a platted residential subdivision, the zoning district of the larger portion may be applied to the entire parcel if requested by the parcel owner, consistent with the applicable FLU category, and in compliance with the location criteria of the requested zoning. Zoning map amendment is otherwise required to apply a single district to a split-zoned parcel.

(e) Land with no designations. No zoning is adopted for military bases, state college and university campuses, and other such lands for which the regulations of the LDC are not intended. Public rights-of-way have no designated zoning or future land use, but where officially vacated right-of-way is added to abutting parcels the future land use categories and zoning districts applicable to the abutting parcels shall apply to their additions at the time of the vacation approval, with no further action required by the county.

Land that otherwise has no adopted zoning, and is not within an area determined by the county to be excluded from zoning, shall have zoning established by zoning map amendment. If the land also has no approved future land use category, one shall be adopted according to the process prescribed for such amendments prior to, or concurrently with, Board of County Commissioners (BCC) approval of the zoning map amendment. Changes to the boundaries of adopted FLU categories or zoning districts, whether owner initiated or county initiated, are amendments to the official county maps and are authorized only through the processes prescribed in Chapter 2 for such amendments.

(f) Future land use designations. The future land use categories established within the Comprehensive Plan and referenced in the LDC are designated by the following abbreviations and names:

AG	Agriculture
RC	Rural Community
MU-S	Mixed-Use Suburban
MU-U	Mixed-Use Urban
C	Commercial
I	Industrial
P	Public

1	REC	Recreation
2	CON	Conservation
3	MU-PK	Mixed-Use Perdido Key
4	MU-PB	Mixed-Use Pensacola Beach

(g) **Zoning district designations.** The zoning districts established within this chapter are designated by the following groups, abbreviations and names:

(1) Residential. The purposes of the following districts are primary residential:

RR	Rural Residential
LDR	Low Density Residential
MDR	Med. Density Residential
HDR	High Density Residential
LDR-PK	Low Density Residential - Perdido Key
MDR-PK	Medium Density Residential - Perdido Key
HDR-PK	High Density Residential - Perdido Key
LDR-PB	Low Density Residential - Pensacola Beach
MDR-PB	Medium Density Residential - Pensacola Beach
HDR-PB	High Density Residential - Pensacola Beach

(2) Non-residential. The purposes of the following districts are primarily mixed-use and non-residential:

a. Mixed-use. The mixed-use districts are:

RMU	Rural Mixed-use
LDMU	Low Density Mixed-use
HDMU	High Density Mixed-use
MDR/C-PB	Medium Density Residential & Commercial - Pensacola Beach
HDR/C-PB	High Density Residential & Commercial - Pensacola Beach

b. Commercial and industrial. The commercial and industrial districts are:

Com	Commercial
Com-PK	Commercial - Perdido Key
CC-PK	Commercial Core - Perdido Key
CG-PK	Commercial Gateway - Perdido Key
GR-PB	General Retail - Pensacola Beach
Rec/R-PB	Recreation Retail - Pensacola Beach
CH-PB	Commercial Hotel - Pensacola Beach
HC/LI	Heavy Commercial and Light Industrial
Ind	Industrial

c. Other. The other non-residential districts are:

Agr	Agricultural
Rec	Recreation
Con	Conservation
Pub	Public
PR-PK	Planned Resort - Perdido Key
Rec-PK	Recreation - Perdido Key

PR-PB Preservation - Pensacola Beach
Con/Rec-PB Conservation and Recreation - Pensacola Beach
G/C-PB Government and Civic - Pensacola Beach

(h) ~~Consistency~~Zoning implementation of FLU. The zoning districts of this chapter are established to implement the future land use categories adopted in Chapter 7 of the Comprehensive Plan. One or more districts may implement the range of allowed uses of each FLU, but only at densities and intensities of use consistent with the established purposes and standards of the category. The Perdido Key districts (Article 4) implement the MU-PK category and areas of the Conservation and Recreation categories applicable to Perdido Key. The Pensacola Beach districts (Article 5) implement the MU-PB category and areas of the Conservation and Recreation categories applicable to Santa Rosa Island. The mainland districts (Article 2) implement only those FLU categories prescribed within the regulations of each district. In any conflict between the existing zoning of a parcel and its applicable FLU, the provisions of the future land use prevail, subject to any confirmation of vested rights. Such conflicts may be resolved through the zoning and FLU map amendment processes prescribed in Article 7 of Chapter 2. However, no future rezoning to a mainland district is authorized if not prescribed by the district for the applicable FLU as summarized in the following table: The zoning of a parcel shall be consistent with the applicable future land use category by either directly implementing the provisions of the FLU or otherwise not being in conflict with its intent, allowable uses, density, or intensity. All Perdido Key districts (Article 4) are consistent with the MU-PK category and all Pensacola Beach districts (Article 5) are consistent with the MU-PB category. Mainland districts (Article 2) are consistent with FLU categories as prescribed in each district and summarized in the following table:

INTENTIONALLY LEFT BLANK

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

- 1 For every combination of mainland zoning district and FLU category represented by the
2 table, "Yes" indicates the a zoning district that may be established to implement is
3 consistent with the FLU. "No" indicates a zoning district that does not implement the FLU
4 and may not be established inconsistency within the FLU, primarily for the reason
5 inconsistency noted.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following but, if within the MU-S FLU category and not previously zoned Gateway Business District (GBD), permitted uses are limited to the permitted uses of the Commercial (Com) zoning district as prescribed in the preceding section of this article:

(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.

1 h. Restaurants and brewpubs, including on-premises consumption of alcoholic
2 beverages, drive-in and drive-through service, and brewpubs with the
3 distribution of on-premises produced alcoholic beverages for off-site sales. The
4 parcel boundary of any restaurant or brewpub with drive-in or drive-through
5 service shall be at least 200 feet from any LDR or MDR zoning district unless
6 separated by a 50-foot or wider street right-of-way.

7 i. Taxi and limousine services.

8 See also conditional uses in this district.

9 **(4) Public and civic.**

10 a. Broadcast stations with satellite dishes and antennas, including towers.

11 b. Cemeteries, including family cemeteries.

12 c. Community service facilities, including auditoriums, libraries, museums, and
13 neighborhood centers.

14 d. Educational facilities, including preschools, K-12, colleges, and vocational
15 schools.

16 e. Emergency service facilities, including law enforcement, fire fighting, and
17 medical assistance.

18 f. Funeral establishments.

19 g. Homeless shelters.

20 h. Hospitals.

21 i. Offices for government agencies or public utilities.

22 j. Places of worship.

23 k. Public utility structures, including telecommunications towers, but excluding
24 industrial uses not otherwise permitted.

25 See also conditional uses in this district.

26 **(5) Recreation and entertainment.**

27 a. Commercial entertainment facilities, indoor or outdoor, including movie
28 theatres, amusement parks, and stadiums, but excluding motorsports facilities.
29 Carnival-type amusements shall be at least 500 feet from any residential
30 district. Bars, nightclubs, and adult entertainment are prohibited in areas with
31 the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to
32 adoption of HC/LI zoning.

33 b. Commercial recreation facilities, passive or active, including those for walking,
34 hiking, bicycling, camping, recreational vehicles, swimming, skateboarding,
35 bowling, court games, field sports, and golf, but excluding off-highway vehicle
36 uses and outdoor shooting ranges. Campgrounds and recreational vehicle
37 parks require a minimum lot area of five acres.

38 c. Marinas, private and commercial.

39 d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

- 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-, not allowed within MU-S.
- 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-, not allowed within MU-S.

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. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

- 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-, not allowed within MU-S.
- 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-, not allowed within MU-S.
- i. Sales and outdoor display of prefabricated storage sheds.
- j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category

1 and previously zoned Gateway Business District (GBD), then no conditional uses are
2 available. If within the MU-S future land use category and not previously zoned GBD,
3 the conditional uses are limited to those of the Commercial (Com) district as
4 prescribed in the preceding section of this article:

5 **(1) Residential.** Caretaker residences not among the permitted uses of the district
6 and for permitted non-residential uses.

7 **(1) Retail services.** Restaurants not among the permitted uses of the district.

8 **(2) Public and civic.** Cinerators.

9 **(3) Recreation and entertainment.**

10 a. Motorsports facilities on lots 20 acres or larger.

11 b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

12 c. Shooting ranges, outdoor.

13 **(4) Industrial and related,** not allowed within MU-S.

14 a. Asphalt and concrete batch plants if within the Industrial (I) future land use
15 category and within areas zoned GID prior to adoption of HC/LI zoning.

16 b. Borrow pits and reclamation activities 20 acres minimum and (subject to local
17 permit and development review requirements per Escambia County Code of
18 Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III,
19 the Land Development Code, chapter 4.) *Borrow pits are prohibited on land
20 zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

21 c. Salvage yards not otherwise requiring approval as solid waste processing
22 facilities.

23 d. Solid waste processing facilities, including solid waste collection points, solid
24 waste transfer facilities, materials recovery facilities, recovered materials
25 processing facilities, recycling facilities and operations, resource recovery
26 facilities and operations, and volume reduction plants.

27 The conditional use determination for any of these solid waste facilities shall be
28 made by the BCC in lieu of any hearing before the BOA. The applicant shall
29 submit a site boundary survey, development plan, description of anticipated
30 operations, and evidence that establishes each of the following conditions in
31 addition to those prescribed in Chapter 2:

32 1. Trucks have access to and from the site from adequately wide collector or
33 arterial streets and do not use local residential streets.

34 2. The scale, intensity, and operation of the use will not generate
35 unreasonable noise, traffic, objectionable odors, dust, or other potential
36 nuisances or hazards to contiguous properties.

37 3. The processing of materials will be completely within enclosed buildings
38 unless otherwise approved by the BCC.

- 1 4. The plan includes appropriate practices to protect adjacent land and
2 resources, minimize erosion, and treat stormwater; landscaping and
3 buffering for adjacent uses; hours of operation; methods to comply with
4 maximum permissible noise levels; means of access control to prevent
5 illegal dumping; and plans for materials storage.

6 **(5) Agricultural and related.** Kennels or animal shelters not interior to veterinary
7 clinics.

8 **(6) Other uses.**

9 a. Structures of permitted uses exceeding the district structure height limit.

10 b. Heliports.

11 **(d) Site and building requirements.** The following site and building requirements apply
12 to uses within the HC/LI district:

13 **(1) Density.** A maximum density of 25 dwelling units per acre. Lodging unit density
14 is not limited by zoning.

15 **(2) Floor area ratio.** A maximum floor area ratio of 1.0 within the Mixed-Use
16 Suburban (MU-S), Commercial (C), and Industrial (I) future land use categories,
17 and 2.0 within Mixed-Use Urban (MU-U).

18 **(3) Structure height.** A maximum structure height of 150 feet above highest adjacent
19 grade, except that for any parcel previously zoned GBD and within the MU-S future
20 land use category the mean roof height (average of roof eave and peak heights)
21 of a building shall not exceed 45 feet above average finished grade.

22 **(4) Lot area.** No minimum lot area unless prescribed by use.

23 **(5) Lot width.** No minimum lot width required by zoning.

24 **(6) Lot coverage.** Minimum pervious lot coverage of 15 percent (85 percent maximum
25 semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot
26 area occupied by principal and accessory buildings on lots of non-residential uses.

27 **(7) Structure setbacks.** For all principal structures, minimum setbacks are:

28 a. **Front and rear.** Fifteen feet in both front and rear.

29 b. **Sides.** Ten feet on each side, including any group of attached townhouses.
30 For structures exceeding 35 feet above highest adjacent grade, an additional
31 two feet for each additional 10 feet in height.

32 c. **Corner lots.** Will have one front setback and one side setback.

33 **(8) Other requirements.**

34 a. **Access.** For any industrial use south of Well Line Road, site access shall be
35 provided by curb cuts on an arterial or collector street. Alternatively, a private
36 or public street may link the site to an arterial or collector, provided that the
37 private or public street does not traverse a residential subdivision or

- 1 predominantly residential neighborhood between the site and the arterial or
2 collector street.
- 3 **b. Parcels within MU-S previously zoned GBD.** For any parcel previously
4 zoned GBD and within the MU-S future land use category, additional
5 requirements apply as mandated by the GBD performance standards and the
6 site and building requirements in effect as of April 15, 2015, prior to the adoption
7 of the current Land Development Code to ensure compatibility.
- 8 **c. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development
9 regulations and standards.
- 10 **(e) Location criteria.** All new non-residential uses proposed within the HC/LI district
11 that are not part of a planned unit development or not identified as exempt by district
12 regulations shall be on parcels that satisfy at least one of the following location
13 criteria; except properties that were previously zoned GBD and were exempt from
14 locational criteria:
- 15 **(1) Proximity to intersection.** Along an arterial street and within one-quarter mile
16 of its intersection with an arterial street.
- 17 **(2) Site design.** Along an arterial street, no more than one-half mile from its
18 intersection with an arterial street, and all of the following site design conditions:
- 19 **a.** Not abutting a RR, LDR or MDR zoning district
- 20 **b.** Any intrusion into a recorded residential subdivision is limited to a corner lot
- 21 **c.** A system of service roads or shared access is provided to the maximum
22 extent feasible given the lot area, lot shape, ownership patterns, and site and
23 street characteristics.
- 24 **d.** Adverse impacts to any adjoining residential uses are minimized by placing
25 the more intensive elements of the use, such as solid waste dumpsters and
26 truck loading/unloading areas, furthest from the residential uses.
- 27 **e.** Location in an area where already established non-residential uses are
28 otherwise consistent with the HC/LI, and where the new use would constitute
29 infill development of similar intensity as the conforming development on
30 surrounding parcels. Additionally, the location would promote compact
31 development and not contribute to or promote strip commercial development.
- 32 **(3) Documented compatibility.** A compatibility analysis prepared by the applicant
33 provides competent substantial evidence of unique circumstances regarding the
34 parcel or use that were not anticipated by the alternative criteria, and the
35 proposed use will be able to achieve long-term compatibility with existing and
36 potential uses. Additionally, the following conditions exist:
- 37 **a.** The parcel has not been rezoned by the landowner from the mixed-use,
38 commercial, or industrial zoning assigned by the county.
- 39 **b.** If the parcel is within a county redevelopment district, the use will be
40 consistent with the district's adopted redevelopment plan, as reviewed and
41 recommended by the Community Redevelopment Agency (CRA).

1 **(f) Rezoning to HC/LI.**

2 **(1) Generally.** Heavy Commercial and Light Industrial zoning may be established
3 by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or
4 Industrial (I) future land use categories. The district is appropriate to provide
5 transitions between areas zoned or used for commercial and areas zoned or
6 used for industrial. The district is suitable for areas able to receive bulk deliveries
7 by truck in locations served by major transportation networks and able to avoid
8 undesirable effects on nearby property and residential uses. Rezoning to HC/LI
9 is subject to the same location criteria as any non-residential use proposed within
10 the HC/LI district.

11 **(2) HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district
12 may request a HC/LI-NA designation prohibiting the subsequent establishment of
13 any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult
14 entertainment uses on the rezoned property. The request shall be in the form of
15 a notarized affidavit that acknowledges this use restriction and affirms that it is a
16 voluntary request. Once approved according to the rezoning process of Chapter
17 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the
18 property, regardless of ownership, unless the parcel is rezoned.

19 **Section 3. Severability.**

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

23 **Section 4. Inclusion in Code.**

24 It is the intention of the Board of County Commissioners that the provisions of this
25 Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections,
26 subsections and other provisions of this Ordinance may be renumbered or re-lettered and
27 the word "ordinance" may be changed to "section," "chapter," or such other appropriate
28 word or phrase in order to accomplish such intentions.

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2 **Section 5. Effective Date.**

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

4 **DONE AND ENACTED** this _____ day of _____, 2017.

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

7
8 **By:** _____
9 **D. B. Underhill, Chairman**

10
11 **ATTEST: PAM CHILDERS**
12 **Clerk of the Circuit Court**

13
14 **By:** _____
15 **Deputy Clerk**

16 **(SEAL)**

17
18 **ENACTED:**

19 **FILED WITH THE DEPARTMENT OF STATE:**

20 **EFFECTIVE DATE:**

ORDINANCE NUMBER 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 1, SECTION 3-1.3 ZONING AND FUTURE LAND USE, AND AMENDING ARTICLE 2, SECTION 3-2.11 HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), TO ADDRESS CONSISTENCY OF PARCELS ZONED HC/LI AND WHICH ARE LOCATED WITHIN THE MIXED-USE SUBURBAN (MU-S) FUTURE LAND USE CATEGORY; 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 163, Florida Statutes, directed local governments to each adopt a comprehensive plan that provides the principles, guidelines, standards, and strategies for orderly and balanced future development within their jurisdictions, that includes a future land use element designating the future general distribution, location, and extent of the uses of land, and that provides meaningful guidelines for the content of more detailed land development and use regulations; and

WHEREAS, the Escambia County Board of County Commissioners has, within the future land use element of the adopted Escambia County Comprehensive Plan, established future land use categories and related policies to form future land use patterns that encourage compact and mixed-use urban development, support transit, provide a clear separation between urban, suburban, and rural areas, and provide protection for existing agricultural areas; and

WHEREAS, the Board has, within the regulations of the county's Land Development Code, established one or more zoning districts containing specific and detailed provisions necessary to implement the established purpose and the general distribution, location, and extent of uses of each future land use category within the Comprehensive Plan; and

WHEREAS, the Board finds that the consolidation of zoning districts included in the April 16, 2015, adoption of the Land Development Code did not eliminate all occurrences of zoning districts that appear to allow uses, density, or other intensities of use not authorized by the prevailing purposes and associated provisions of applicable future land use categories; and

WHEREAS, the Board finds that there are occurrences of Heavy Commercial and Light Industrial (HC/LI) zoning within the Mixed-Use Suburban (MU-S) future land use category; and

WHEREAS, the Board finds that it is in the best interests of the health, safety, and welfare of the public to address any inconsistency created by HC/LI zoning within the MU-S future land use category.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-1.3 Zoning and future land use.

- (a) **Generally.** Together the future land use (FLU) categories of the Comprehensive Plan and zoning districts of the LDC form the primary location-specific land use regulations of the county. Within each FLU, one or more zoning districts implement and further refine the distribution and extent of allowable land uses. The identification or classification of a use or activity as allowed by the applicable future land use category and zoning district does not constitute the required approval to carry out that use or activity. Consistency with FLU and zoning only indicates that, upon appropriate review and approval for compliance with the provisions of the LDC, the use or activity may be established, reestablished or expanded.
- (b) **Official maps.** The areas of the county subject to each future land use category established within the Comprehensive Plan are recorded on the *Official Future Land Use Map of Escambia County*. Similarly, the areas of each zoning district established in this chapter are recorded on the *Official Zoning Map of Escambia County*. The zoning map is adopted and incorporated here by reference and declared to be part of the LDC. The information shown on the map has the same force and effect as the text of the LDC. Both official maps are represented and maintained digitally in the county's Geographic Information System (GIS) and shall be accessible to the public via the county's website, www.myescambia.com.
- (c) **Boundary determinations.** If uncertainty exists regarding the boundary of any FLU category or zoning district, the boundary shall be determined by the Planning Official in consideration of the following:
- (1) **Natural features.** A boundary that reflects a clear intent to follow a particular natural feature such as a stream or shoreline shall be understood to follow the feature as it actually exists and move with the feature should it move as a result of natural processes.
 - (2) **Manmade features.** A boundary shown on the official map as approximately following a right-of-way, parcel line, section line, or other readily identified manmade feature shall be understood to coincide with that feature.
 - (3) **Parallel or extension.** A boundary shown on the official map as approximately parallel to a natural or manmade feature shall be understood as being actually parallel to that feature; or if an apparent extension of such a feature, then understood as an actual extension.
 - (4) **Metes and bounds.** If a boundary splits an existing lot or parcel, any metes and bounds description used to establish the boundary shall be used to determine its location.

(5) Scaling. If the specific location of a boundary cannot otherwise be determined, it shall be determined by scaling the mapped boundary's distance from other features shown on the official map.

(d) Split parcels. The adopted zoning districts and FLU categories are parcel-based, but their boundaries are not prohibited from dividing a parcel. For parcels split by these boundaries, including overlay district boundaries, only that portion of a parcel within a district or category is subject to its requirements. Where a zoning district boundary divides a parcel that is ten acres or less in size and not part of a platted residential subdivision, the zoning district of the larger portion may be applied to the entire parcel if requested by the parcel owner, consistent with the applicable FLU category, and in compliance with the location criteria of the requested zoning. Zoning map amendment is otherwise required to apply a single district to a split-zoned parcel.

(e) Land with no designations. No zoning is adopted for military bases, state college and university campuses, and other such lands for which the regulations of the LDC are not intended. Public rights-of-way have no designated zoning or future land use, but where officially vacated right-of-way is added to abutting parcels the future land use categories and zoning districts applicable to the abutting parcels shall apply to their additions at the time of the vacation approval, with no further action required by the county.

Land that otherwise has no adopted zoning, and is not within an area determined by the county to be excluded from zoning, shall have zoning established by zoning map amendment. If the land also has no approved future land use category, one shall be adopted according to the process prescribed for such amendments prior to, or concurrently with, Board of County Commissioners (BCC) approval of the zoning map amendment. Changes to the boundaries of adopted FLU categories or zoning districts, whether owner initiated or county initiated, are amendments to the official county maps and are authorized only through the processes prescribed in Chapter 2 for such amendments.

(f) Future land use designations. The future land use categories established within the Comprehensive Plan and referenced in the LDC are designated by the following abbreviations and names:

AG	Agriculture
RC	Rural Community
MU-S	Mixed-Use Suburban
MU-U	Mixed-Use Urban
C	Commercial
I	Industrial
P	Public
REC	Recreation
CON	Conservation
MU-PK	Mixed-Use Perdido Key
MU-PB	Mixed-Use Pensacola Beach

(g) Zoning district designations. The zoning districts established within this chapter are designated by the following groups, abbreviations and names:

(1) Residential. The purposes of the following districts are primary residential:

RR	Rural Residential
LDR	Low Density Residential
MDR	Med. Density Residential
HDR	High Density Residential
LDR-PK	Low Density Residential - Perdido Key
MDR-PK	Medium Density Residential - Perdido Key
HDR-PK	High Density Residential - Perdido Key
LDR-PB	Low Density Residential - Pensacola Beach
MDR-PB	Medium Density Residential - Pensacola Beach
HDR-PB	High Density Residential - Pensacola Beach

(2) Non-residential. The purposes of the following districts are primarily mixed-use and non-residential:

a. Mixed-use. The mixed-use districts are:

RMU	Rural Mixed-use
LDMU	Low Density Mixed-use
HDMU	High Density Mixed-use
MDR/C-PB	Medium Density Residential & Commercial - Pensacola Beach
HDR/C-PB	High Density Residential & Commercial - Pensacola Beach

b. Commercial and industrial. The commercial and industrial districts are:

Com	Commercial
Com-PK	Commercial - Perdido Key
CC-PK	Commercial Core - Perdido Key
CG-PK	Commercial Gateway - Perdido Key
GR-PB	General Retail - Pensacola Beach
Rec/R-PB	Recreation Retail - Pensacola Beach
CH-PB	Commercial Hotel - Pensacola Beach
HC/LI	Heavy Commercial and Light Industrial
Ind	Industrial

c. Other. The other non-residential districts are:

Agr	Agricultural
Rec	Recreation
Con	Conservation
Pub	Public
PR-PK	Planned Resort - Perdido Key
Rec-PK	Recreation - Perdido Key
PR-PB	Preservation - Pensacola Beach
Con/Rec-PB	Conservation and Recreation - Pensacola Beach
G/C-PB	Government and Civic - Pensacola Beach

(h) ConsistencyZoning implementation of FLU. The zoning districts of this chapter are established to implement the future land use categories adopted in Chapter 7 of the Comprehensive Plan. One or more districts may implement the range of allowed uses of each FLU, but only at densities and intensities of use consistent with the

established purposes and standards of the category. The Perdido Key districts (Article 4) implement the MU-PK category and areas of the Conservation and Recreation categories applicable to Perdido Key. The Pensacola Beach districts (Article 5) implement the MU-PB category and areas of the Conservation and Recreation categories applicable to Santa Rosa Island. The mainland districts (Article 2) implement only those FLU categories prescribed within the regulations of each district. In any conflict between the existing zoning of a parcel and its applicable FLU, the provisions of the future land use prevail, subject to any confirmation of vested rights. Such conflicts may be resolved through the zoning and FLU map amendment processes prescribed in Article 7 of Chapter 2. However, no future rezoning to a mainland district is authorized if not prescribed by the district for the applicable FLU as summarized in the following table: The zoning of a parcel shall be consistent with the applicable future land use category by either directly implementing the provisions of the FLU or otherwise not being in conflict with its intent, allowable uses, density, or intensity. All Perdido Key districts (Article 4) are consistent with the MU-PK category and all Pensacola Beach districts (Article 5) are consistent with the MU-PB category. Mainland districts (Article 2) are consistent with FLU categories as prescribed in each district and summarized in the following table:

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

For every combination of mainland zoning district and FLU category represented by the table, “Yes” indicates the a zoning district that may be established to implement is consistent with the FLU. “No” indicates a zoning district that does not implement the FLU and may not be established—inconsistency within the FLU, primarily for the reason inconsistency noted.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following but, if within the MU-S FLU category and not previously zoned Gateway Business District (GBD), permitted uses are limited to the permitted uses of the Commercial (Com) zoning district as prescribed in the preceding section of this article:

(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. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

- 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-, not allowed within MU-S.
- 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-, not allowed within MU-S.

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. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

- 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-, not allowed within MU-S.
- 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-, not allowed within MU-S.
- i. Sales and outdoor display of prefabricated storage sheds.
- j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD,

the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article:

(1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(1) Retail services. Restaurants not among the permitted uses of the district.

(2) Public and civic. Cinerators.

(3) Recreation and entertainment.

- a. Motorsports facilities on lots 20 acres or larger.
- b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.
- c. Shooting ranges, outdoor.

(4) Industrial and related-, not allowed within MU-S.

- a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.
- b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.
- c. Salvage yards not otherwise requiring approval as solid waste processing facilities.
- d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

- 1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
- 2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
- 3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
- 4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with

maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(5) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(6) Other uses.

- a. Structures of permitted uses exceeding the district structure height limit.
- b. Heliports.

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C), and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

- a. **Front and rear.** Fifteen feet in both front and rear.
- b. **Sides.** Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.
- c. **Corner lots.** Will have one front setback and one side setback.

(8) Other requirements.

- a. **Access.** For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.
- b. **Parcels within MU-S previously zoned GBD.** For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the

site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

c. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

(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; except properties that were previously zoned GBD and were exempt from locational 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).

(f) Rezoning to HC/LI.

(1) Generally. Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or

used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

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Section 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2017.

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

By: _____

D. B. Underhill, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

HEAVY COMMERCIAL/LIGHT INDUSTRIAL ZONING(OLD GBD)
WITH A MIXED USE SUBURBAN(MU-S)

PLANNING BOARD MEETING 9.5.17

OBJECTIVITIES

- To clarify future land use category limits on residential uses within the Heavy Commercial and Light Industrial (HC/LI).
- To limit non-suburban uses of the HC/LI (previously Gateway Business District) when located with the Mixed-Use Suburban (MU-S) on those properties with an old zoning designation of GBD.
- To provide *general guidance* on the performance standards and site building requirements for the Gateway Business District per the Land Development Code (LDC) in effect as of April 15th 2015. This is only a brief description of the site and building requirements with the required performance standards for parcels with a zoning designations of Gateway Business District (GBD) per the LDC in effect as of April 15th 2015.

❖ Effective Date of New LDC was April 16th 2015 (Ordinance 2015-12)

SEC.6.05.29 GATEWAY BUSINESS DISTRICT(NONCUMULATIVE DISTRICT) LAND DEVELOPMENT CODE (LDC) IN EFFECT AS OF APRIL 15TH 2015

Intent and purpose of district. The district is intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business communities. To accomplish this purpose, stringent site development standards established adequate setbacks, landscaping, and buffering.

These districts are characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the Alabama-Florida state line.

C-2 type distribution, manufacturing, fabrication and assembly-type operations which are completely enclosed within the confines of a building are permitted when located within a planned business development. Outside storage is permitted when screened. Such treatment is appropriate to protect nearby residential areas from the incompatible impacts of more intense uses such as noise, odors, truck traffic, glare, and visual blight.

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SECTION 6.05.29 GBD-GATEWAY BUSINESS DISTRICT LDC IN EFFECT AS OF APRIL 15TH 2015

Permitted use.

Planned business developments (PBD). An area of a minimum contiguous size to be planned, developed, operated, and maintained as a single entity and containing one or more structures to accommodate retail, service, commercial, or office uses, or a combination of such uses, and appurtenant common areas and accessory uses incidental to the predominant uses as defined in LDC Article 3 in effect as of April 15th 2015.

Sec. 6.05.34. PBD (minimum lot size 2 acres)

Permitted Uses.

- PBD. Neighborhood Commercial,
- C-1 and specified C-2 uses allowed up to max. of 30,000 square feet.
- Buffering, Screening and Landscaping. See Sec.7.01.06

SECTION 6.05.29 GBD-GATEWAY BUSINESS DISTRICT LDC IN EFFECT AS OF APRIL 15TH 2015

Permitted uses.

1. C-1 and C-2 type uses with conditions noted above(refers to intent and purpose of district)
2. Planned business developments (See definition Article 3 and Sect 6.05.34).
3. Family cemeteries.

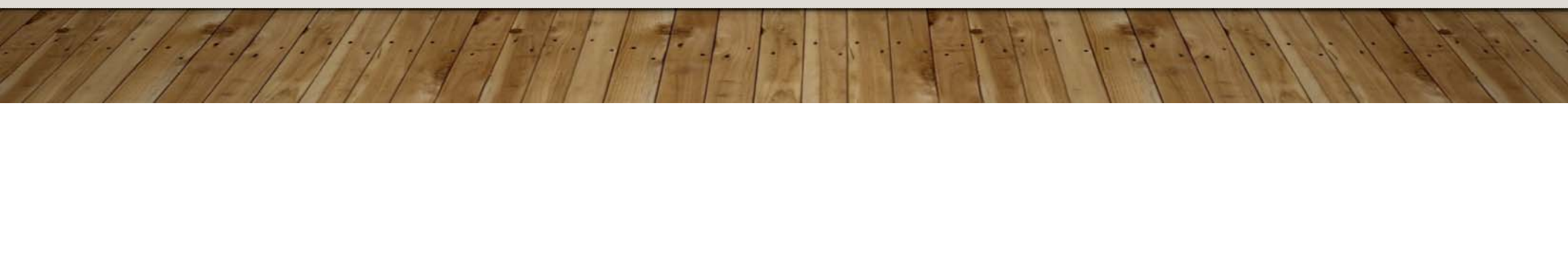
Site and Building requirements. For hotels and motels that are no maximum density limits; however, all applicable open space (yard) provisions and all other applicable regulations which apply to such developments must be complied with.. For other principal uses, the following **shall** apply:

1. **Lot area.** There shall be no minimum lot area, except for recreational camping facilities which shall require a minimum lot size of five acres.

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SITE AND BUILDING REQUIREMENTS OF GBD CONTINUED.....

-
2. **Lot Coverage.** At least 15% of each lot or parcel shall remain pervious (85% maximum impervious).
 3. **Lot Width.** There shall be no minimum lot width.
 4. **Yard.** There shall be a front and rear yard of at least 15 feet. There shall be minimum side yard of 10 feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7, 4/2015 LDC) or 20 feet., whichever is greater.
 5. **Building height.** Mean average roof height shall not exceed 45 feet above average finished grade, except for commercial communication towers which shall not exceed 150 feet in height.
 6. **Sign height.** No sign shall exceed 35 feet in height.
 7. Buffering, Screening, and roadway setbacks. see Section 7.01.00 and the applicable sections.
- 

BUFFERING, SCREENING, AND ROADWAY SETBACKS FOR GBD IN EFFECT AS OF APRIL 15TH 2015

Section 7.01.06 A & B. Buffering between zoning district and land uses.

Zoning Districts. The following spatial relationships between zoning districts requires a buffer

- GBD zoning where adjacent to a single and two-family districts.
- Land Uses such as multi-family, zero lot line or office uses where adjacent to single-family or two family uses; Commercial land uses where they are adjacent to residential uses; Industrial land uses where they are adjacent to residential, office, agricultural or commercial uses.

Responsibility for buffers. Buffers between zoning districts shall be provided and maintained by property owner that is requesting site plan approval or a building permit.

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BUFFERING, SCREENING, AND ROADWAY SETBACKS FOR GBD IN EFFECT AS OF
APRIL 15TH 2015
CONTINUED....

Buffer Types. Shall be a natural vegetative barrier or a landscaped barrier or combination, supplemented with fencing or other manmade barriers within the required landscape strip. The landscaped shall be 10ft minimum in width and shall be landscaped for every 100 linear feet with plant coverage per the B-1 or B-2 Standard as indicated within the applicable provisions of Section 7.01.06 of LDC as referenced.

Screening of Outdoor Storage. Any permitted outdoor storage, as approved by the Board of Adjustment (BOA), of equipment and machinery shall be screened per the applicable screening requirements as outlined in Section 7.01.06 H (1-9)

Enclosure Requirement. All businesses, services, manufactured or processing of materials goods or products shall be conducted within completely enclosed buildings. All work and/or operations must be conducted within the buildings except temporary outside storage may be allowed if it adequately buffered and screened. Outdoor storage may be permitted by the BOA (see Section 7.06.00 A) for all the relevant provisions.

Roadway Setback Guidelines for U.S HY 29 and State Road 95A. Per the applicable standards outlined in Section 7.01.06 G (1-9).



Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Director
Development Services

EXCERPTS FROM GATEWAY BUSINESS DISTRICT (GBD)

LDC in effect as of April 15, 2015

Keep

IONS

Facilities operated or maintained by Escambia County, a list of which is maintained by the Escambia Parks and Recreation Department.

Parking lot (off-street public or private). An open area at ground level providing parking spaces, excluding residential driveways and vehicle sales lots.

Parking space. An area used for and sufficient in size to park one motor vehicle.

Permitted use. Any use authorized or of right in a particular zoning district or land use category.

Personal service. A business or enterprise providing individual services generally related to personal needs, including, but not limited to, barber shops, beauty and tanning salons, shoe repair, and tailor shops.

Pervious surface. Any surface that will accommodate the percolation of water. Such surfaces may also be known as permeable, penetrable, porous or pregnable.

Pier. A general term including docks and similar structures consisting of a fixed or floating platform extending from the shore over the water.

Place of worship. A property or building used for religious worship and/or assembly, including terms such as cathedral, chapel, church, mosque, religious institution, synagogue, temple, and the like.

Planned business development (PBD). An area of a minimum contiguous size to be planned, developed, operated, and maintained as a single entity and containing one or more structures to accommodate retail, service, commercial, or office uses, or a combination of such uses, and appurtenant common areas and accessory uses incidental to the predominant uses.

Planned neighborhood center (PNC). A land area under unified control designed and planned to be developed in a single operation, or by a series of prescheduled development phases, according to an officially approved site development plan to accommodate more than one commercial use of a neighborhood convenience type, such as offices, public buildings, parks, playgrounds, libraries, and others as allowed by this Code.

Planned unit development (PUD). A land area under unified control designed and planned to be developed in a single operation or by a series of prescheduled development phases according to an officially approved final development plan that permits and encourages more efficient and creative development, consistent with the Comprehensive Plan.

Planning Board. The advisory authority appointed by the board of county commissioners (BCC) to serve as the local planning agency (LPA) for Escambia County; and whose scope of authority and specific duties are established in article 2 of the Land Development Code and chapter 2 of the Comprehensive Plan.

Plat or replat. A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and including other information in compliance with the requirements of all applicable sections of F.S. ch. 177 and the LDC.

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Article 6 ZONING DISTRICTS

G. To provide appropriate space in accessible locations for public and private educational, religious, recreational and similar facilities and public utilities which serve the needs of nearby residents, generally function more effectively in a residential environment and do not create objectionable influence; and to coordinate the intensity of residential land use with community facilities which are appropriately located and designed.

H. To promote the most desirable use of land as well as the appropriate location and density of development, to promote stability of residential areas by providing for smooth transitions in residential density, to effectuate and maintain adequate levels of public services, to conserve the value of land and buildings, to protect the county's present and future tax revenues and to achieve the objectives of the Comprehensive Plan.

6.00.02. General legislative intent of commercial districts. The commercial districts established in this section (C-1, C-1PK, C-2, GBD, WMU, and commercial portions of GMD, VM-1, VM-2 and PUD/PUD-PK districts) are designed to promote and protect the health, safety, convenience, order, prosperity and other aspects of the general welfare. The general goals include:

- A. To provide sufficient space, in locations accessible to residential areas, for local retail services and trades catering specifically to the recurring shopping needs of the occupants of nearby residences.
- B. To protect both retail and service developments and nearby residences against flood, fire, explosion, toxic and noxious matter, radiation and other hazards, and against offensive noise, vibration, smoke, dust and other particulate matter, odorous matter, glare, and other objectionable influences.
- C. To protect both retail and service developments and nearby residences against congestion, by regulating the intensity of retail and service developments consistent with their marketing functions, preserving open space and access to light and air, by providing for adequate traffic circulation, by providing for off-street parking and loading facilities and regulating the height of buildings and other structures.
- D. To provide sufficient and appropriate commercial space to meet the needs of the county's existing and future populations and to encourage planned commercial development concentrated in regional, community and local commercial centers with adequate areas for vehicular and pedestrian circulation, open space and landscaped areas and adequate surface drainage and enhance scenic quality.
- E. To provide sufficient space in appropriate locations for commercial districts which satisfy specific needs of the county for medical services, offices, highway oriented goods and services, and other commercial trades and services.
- F. To provide sufficient space in appropriate locations for the mixture of high density residential and restricted commercial developments with standards for development which provide protection to existing, compatible land uses.
- G. To provide appropriate space for various commercial activities within a compatible environment in accordance with the Comprehensive Plan, to promote a viable economic base within the county, to protect the character of the districts and their suitability for particular uses so as to conserve the value of land and buildings and to protect the county's present and future tax revenues and to achieve the objectives of the Comprehensive Plan including, but not limited to, FLU 1.3.1 and policies thereunder (i.e., FLU 1.1.10) and Policy FLU 1.1.10 and LDC section 7.20.00.

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Article 6 ZONING DISTRICTS

R-5	Urban Residential/Limited Office District, High Density
R-6	Residential and Neighborhood Commercial District, High Density
C-1	Retail Commercial District
C-1PK	(Perdido Key) Commercial District
CCPK	(Perdido Key) Commercial Core District
CGPK	(Perdido Key) Commercial Gateway District
PRPK	Planned Resort District Perdido Key (Medium Density)
C-2	General Commercial District
ID-CP	Industrial Commerce Park District (no residential uses allowed)
ID-1	Industrial District (no residential uses allowed)
V-1	Villages Single-Family Residential, Low Density
V-2	Villages Single-Family Residential, Medium Density
V-2A	Villages Single-Family Residential, Low Density
V-3	Villages Single-Family Residential, High Density
V-4	Villages Multifamily Residential
VM-1	Villages Mixed Residential - 1
VM-2	Villages Mixed Residential - 2
<i>Noncumulative Districts</i>	
R-1	Single-Family District, Low Density
AMU-1	Airfield Mixed Use District - 1
R-1PK	(Perdido Key) Single-Family [Residential] District, Low Density
SDD	Special Development District
ID-2	General Industrial District (no residential uses allowed)
S-1	Outdoor Recreational District (no residential uses allowed)
S-1PK	(Perdido Key) Outdoor Recreational District
P	Public
V-5	Villages Mixed Residential Clustered
GBD	Gateway Business District
GMD	Gateway Mixed Use District
GID	Gateway Industrial District
VAG-1	Villages Agriculture, Low Density

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4/2015

Article 6 ZONING DISTRICTS

E. *Site and building requirements.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio).
2. *Lot width.* Minimum lot width for a single-family dwelling or cluster measured at the front building line shall be 40 feet and at the street right-of-way, 40 feet. The minimum lot width for a two-family dwelling shall be 80 feet at the front building line and 50 feet at the street right-of-way. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way.
3. *Front yard.* There shall be a front yard having a depth of not less than 20 feet provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed.
4. *Rear yard.* The minimum rear yard shall not be less than 15 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.
5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side. A minimum side yard of 15 feet shall be required between building clusters and townhouse groups. No side yards shall be required in attached clusters, townhouses, or zero lot line projects except at the ends of the projects where a minimum of 15 feet shall be required. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.
6. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade.
7. *Building clusters and townhouses.* Site and building requirements apply to the total building cluster with such being determined prior to issuance of a land use certificate.
8. *Zero lot line developments.* See section 7.10.00.

F. *Landscaping standards.* See section 7.01.00.

G. *Signs.* See article 8.

H. *Buffering, screening, and setback standards.* See section 7.01.00.

I. *Locational criteria.* See article 7 and Comprehensive Plan Policy FLU 1.1.10.

(Ord. No. 2008-39, § 2, 6-5-2008; Ord. No. 2013-54, § 1, 12-5-2013)

6.05.29. GBD--Gateway business district.

A. *Intent and purpose of district.* The district is intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business communities. To accomplish this purpose, stringent site development standards established adequate setbacks, landscaping, and buffering.

These districts are characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the Alabama-Florida state line.

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Article 6 ZONING DISTRICTS

C-2 type distribution, manufacturing, fabrication and assembly-type operations which are completely enclosed within the confines of a building are permitted when located within a planned business development. Outside storage is permitted when screened. Such treatment is appropriate to protect nearby residential areas from the incompatible impacts of more intense uses such as noise, odors, truck traffic, glare, and visual blight. Refer to article 11 for uses and densities allowed in GBD, gateway business district areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

B. *Permitted uses.*

1. C-1 and C-2 type uses with conditions noted above.
 2. *Planned business developments.*
 3. Family cemeteries.
- C. *Off-street parking and loading regulations.* See section 7.02.00.
- D. *Traffic requirements.* See section 7.11.09.
- E. *Landscaping.* See section 7.01.00.
- F. *Site and building requirements.* For hotels and motels there are no maximum density limits; however, all applicable open space (yard) provisions and all other applicable regulations which apply to such developments must be complied with. For other principal uses, the following shall apply:
1. *Lot area.* There shall be no minimum lot area, except for recreational camping facilities which shall require a minimum lot size of five acres.
 2. *Lot coverage.* At least 15 percent of each lot or parcel shall remain pervious (85 percent maximum impervious cover ratio).
 3. *Lot width.* There shall be no minimum lot width.
 4. *Yard.* There shall be a front and rear yard of at least 15 feet. There shall be a minimum side yard of ten feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 20 feet, whichever is greater.
 5. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade, except for commercial communication towers which shall not exceed 150 feet in height.
- G. *Signs.* No sign shall exceed 35 feet in height in the GBD. For other sign provisions see article 8.
- H. *Buffering, screening, and roadway setbacks.* See section 7.01.00.

(Ord. No. 2008-39, § 2, 6-5-2008)

6.05.30. *GID--Gateway industrial district.*

A. *Intent and purpose of district.* This district is intended to be a light to moderate industrial area which will enhance portions of the US 29 and US 95A corridors as visually attractive, well-planned industrial areas which are screened and buffered to assure compatibility with adjacent nonindustrial districts and uses. The district is intended to accommodate uses requiring access to rail and principal arterial roadways, when other

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Article 6 ZONING DISTRICTS

4. *Septic tanks.* See section 7.19.00 of this Code. Additionally if septic tanks are permitted they shall be located at least 100 feet from the mean high water line (MHWL).

6.05.34. *Planned development in the "Villages" zoning districts.*

PNC--Planned neighborhood center (minimum parcel size two acres).

PBD--Planned business development (minimum parcel size two acres).

A. *Intent and purpose of villages planned developments.* The intent of these developments is to assure excellence in site planning and design in order to accomplish the objectives of the district in which the development is being located and to assure that incompatibilities between adjacent uses are adequately addressed. **The PNC or PBD must:**

1. Be compatible with the adjacent land uses, by the use of screening and buffering;
2. Provide for adequate vehicular and pedestrian circulation systems;
3. Provide for adequate off-street parking;
4. Provide for adequate open space;
5. Provide for adequate water, electric, sewerage and fire protection services;
6. Demonstrate through the preliminary development plans that the development is a sound, well planned development.

These developments are intended to encourage the development of land as planned business communities or neighborhood centers, encourage flexible and creative concepts of site planning; preserve the natural amenities of the land by encouraging scenic and functional open areas; accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of these regulations.

Because of the increase amount and/or intensity of development allowed in a PBD or PNC, greater scrutiny in the development review process is necessary to assure compatibility with adjacent uses and shall include the requirements established below. A concept plan may be submitted at the option of the applicant. Preliminary and final development plans must be submitted for review and approval by the DRC.

B. *Permitted uses.*

1. Planned neighborhood center (PNC). Neighborhood commercial and C-1 uses allowed up to a maximum of 35,000 square feet.
2. Planned business development (PBD). Neighborhood commercial, C-1 and specified C-2 uses allowed up to a maximum of 30,000 square feet.

C. *Buffering.* See section 7.01.06 of this Code.

D. *Screening.* See section 7.01.06 of this Code.

E. *Landscaping standards.* See section 7.01.00 of this Code.

F. *Processing planned developments in the "Villages" zoning districts.* The department shall forward copies of the preliminary development plan to the members of the development review committee. The development review committee shall consider:

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1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.
2. The nature of the proposed development, including land use types and densities; the approximate total ground coverage of paved areas and structures and types of water and sewer treatment systems.
3. Conformity of the proposed development with the Comprehensive Plan, this Code and other applicable ordinances of the county.
4. Other applicable factors and standards prescribed by the Comprehensive Plan and this Code.

The DRC shall review the application and submit its comments and recommendations to the applicant within 20 working days of the receipt of the completed application.

The submission requirements for the planned development includes more general criteria at the concept development plan phase, which is optional, and more detailed criteria submitted for review at the preliminary and final development plan phases. An application check list shall be provided by the department.

1. *Concept development plan (optional)*. Submittal requirements for the concept development plan shall be those listed under PUD section 6.06.F.2.
2. *Preliminary development plan*. Submittal requirements for the preliminary development plan shall be those listed under PUD section 6.06.F.2.
3. *Final development plan*. The final development plan shall reflect any modifications or changes required in the preliminary development plan, plus any additional information required as a result of the preliminary development plan review. Based upon this review the development proposals must be refined and submitted as a final development plan which shall be acted upon by the DRC within 20 working days of submittal.

G. *[Planned unit developments.]* Planned unit developments (PUDs) may be approved in the "Villages" zoning districts in accordance with PUD requirements contained in section 6.06.00 of this Code.

(Ord. No. 96-22, § 1, 7-25-1996; Ord. No. 97-18, § 1, 6-5-1997; Ord. No. 97-39, § 1, 8-7-1997; Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 97-59, § 1, 12-4-1997; Ord. No. 98-41, § 1, 9-9-1998; Ord. No. 98-42, § 2, 9-9-1998; Ord. No. 98-43, 9-9-1998; Ord. No. 98-49, § 1, 11-5-1998; Ord. No. 98-53, § 1, 12-3-1998; Ord. No. 99-12, § 1, 3-4-1999; Ord. No. 99-13, § 1, 3-4-1999; Ord. No. 99-14, § 1, 3-4-1999; Ord. No. 99-20, § 1, 4-18-1999; Ord. No. 99-38, § 2, 9-5-1999; Ord. No. 99-42, § 1, 9-2-1999; Ord. No. 99-60, § 1, 12-2-1999; Ord. No. 2000-4, § 2, 2-10-2000; Ord. No. 2000-8, § 1, 3-2-2000; Ord. No. 2000-28, § 4, 7-6-2000; Ord. No. 2000-45, § 1, 10-5-2000; Ord. No. 2000-46, § 2, 10-19-2000; Ord. No. 2000-50, §§ 2--4, 11-2-2000; Ord. No. 2000-59, § 1, 12-11-2000; Ord. No. 2001-58, §§ 1--4, 10-18-2001; Ord. No. 2001-64, §§ 1--8, 11-15-2001; Ord. No. 2002-18, § 1, 4-4-2002; Ord. No. 2002-30, §§ 3--6, 7-2-2002; Ord. No. 2003-4, § 2, 2-6-2003; Ord. No. 2003-5, §§ 1, 2, 2-6-2003; Ord. No. 2003-11, §§ 1, 2, 6-5-2003; Ord. No. 2003-33, § 1, 7-24-2003; Ord. No. 2003-38, § 2, 8-7-2003; Ord. No. 2003-39, § 2, 8-7-2003; Ord. No. 2004-33, § 3, 6-3-2004; Ord. No. 2004-41, § 1, 8-5-2004; Ord. No. 2005-2, § 1, 1-6-2005; Ord. No. 2005-12, §§ 2--5, 5-5-2005; Ord. No. 2005-22, § 2, 7-7-2005; Ord. No. 2005-23, §§ 2, 3, 7-7-2005; Ord. No. 2006-16, §§ 1, 2, 3-2-2006; Ord. No. 2006-22, § 2, 3-2-2006; Ord. No. 2006-28, § 1, 4-6-2006; Ord. No. 2006-70, § 2, 9-7-2006; Ord. No. 2006-80, § 1, 10-5-2006; Ord. No. 2007-48, § 1, 9-6-2007; Ord. No. 2009-34, §§ 4-6, 10-1-2009; Ord. No. 2011-22, § 1, 8-4-2011; Ord. No. 2011-28, §§ 1-3, 9-15-2011)

6.06.00. Planned unit development (PUD).

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- f. *Landscape incentives.* Any project which devotes 18 percent or more of the parcel to landscaping or landscaped areas shall be entitled to a five percent reduction in the total number of required parking spaces.

7.01.06. Buffering between zoning districts and uses.

- A. *Zoning districts.* The following spatial relationships between zoning districts require a buffer:
1. R-3PK district where it is adjacent to R-1PK or R-2PK districts.
 2. AMU-1, AMU-2, R-4, R-5, R-6, V-4, VM-1, or VM-2 districts, where they are adjacent to single-family or two-family districts (RR, SDD, R-1, R-1PK, R-2, R-2PK, R-3, V-1, V-2, V-2A, V-3, V-5, VR-1, VR-2).
 3. C-1, C-1PK, C-2 GBD or GMD districts, where they are adjacent to single-family or two-family districts (RR, SDD, R-1, R-1PK, R-2, R-2PK, R-3, V-1, V-2, V-3, V-5, VR-1, VR-2, PUD) or multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), or agricultural districts (AG and VAG).
 4. ID-P, ID-1, ID-2, GID districts, where adjacent to residential, commercial, agricultural or SDD districts.
- B. *Land uses.* The following relationships between land uses require a buffer:
1. Multiple-family, zero lot line or office uses, where they are adjacent to single-family or two-family uses.
 2. Commercial land uses, where they are adjacent to residential uses.
 3. Industrial land uses, where they are adjacent to residential, office, agricultural or commercial uses.
- C. *Responsibility for buffer.* For buffers on parcels between zoning districts, the property owner requesting approval of a site plan or a building permit shall be responsible for providing and maintaining said buffer.
- D. *Buffer standards.*
1. *Function.* Buffers shall be designed to protect the lower intensity use from the more intensive use (agriculture from residential, residential from commercial, etc.) and provide an aesthetically attractive barrier between such uses. The buffer shall function to protect each land use from the intrusive effects of adjacent activities and minimize the adverse impacts of the uses upon each other. It is the intent of this part that the negative impacts of the uses upon each other are minimized or, preferably, eliminated by the buffer such that the longterm continuance of either use is not threatened by such impact and, therefore, incompatibility between uses is minimized or eliminated.
 2. *Type.* The buffer shall be a natural vegetative barrier or a landscaped barrier or combination thereof, supplemented with fencing or other manmade barriers within the required landscaped strip. These landscaped strips shall be of a minimum of ten feet in width and shall be landscaped for every 100 linear feet with plant coverage following Standard A-2 (for a ten-foot wide strip). Natural barriers proposed to remain shall meet these minimum requirements or the applicant must provide evidence that the existing natural barrier will fulfill the intent of subpart 1.
- E. *Screening of outdoor storage.* Outdoor storage of equipment and supplies shall be screened from the public right-of-way and adjacent properties by a six-foot opaque fence. In the case of the view from the public right-of-way, this fence shall be supplemented by landscaping in accordance with Standard A-2.
- F. *Minimum buffer guidelines in the villages zoning districts.*
1. A buffer is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.

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Article 7 PERFORMANCE STANDARDS

2. The width of the buffer and degree of vegetation required depends on the nature of the adjoining zoning districts and uses.
3. The performance guidelines for buffers are set out in the following illustrations that specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property boundary requiring a buffer shall be divided by 100 and multiplied by the number of plants shown in the illustration. Plants may be spread evenly along the length of the buffer, or may be clustered to accomplish the intent of the buffer.
4. Canopy trees are those that reach a mature height of 30 feet or greater.
5. Understory trees are those that reach a mature height of less than 30 feet.
6. Stormwater management ponds and underground sewage disposal systems may be located within buffer areas.
7. Use of existing native vegetation is preferred for buffers. A waiver of the strict planting standards may be granted by the director of the planning and zoning division to allow for retention of native vegetation, when it can be demonstrated that the intent of the planting standard is substantially met. Such buffers may be credited toward meeting the landscaped standards contained in the landscaping standards section of this Code (section 7.01.05).
8. Where any other code provisions are less stringent than these buffer standards, the requirements of this section shall prevail.
9. Except in the GID, where a buffer is required adjacent to a right-of-way, buffer performance standard A-1 may be utilized.

The following buffer performance guidelines shall apply to all new development locating in the villages zoning districts shown below, with the exception of single-family residential:

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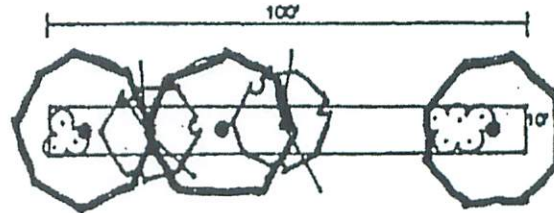
Article 7 PERFORMANCE STANDARDS

Villages Zoning Districts
Buffer and Roadway Setback Performance Standards

Plant Material Required per 100 Linear Feet of Frontage/Buffer

A-1 - 10 feet in width

- 2.5 Canopy Trees
1.5 Understory Trees
8 Shrubs



A-2 - 15 feet in width

- 2 Canopy Trees
1 Understory Tree
6 Shrubs



B-1 - 10 feet in width

- 3 Canopy Trees
4 Understory Trees
20 Shrubs



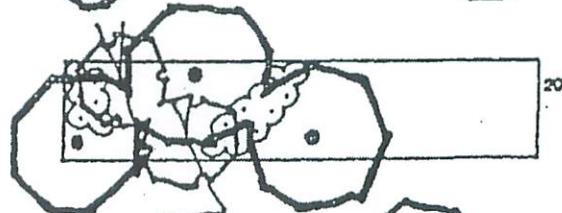
B-2 - 15 feet in width

- 2.75 Canopy Trees
3.5 Understory Trees
18 Shrubs



B-3 - 20 feet in width

- 2.5 Canopy Trees
1.5 Understory Trees
16 Shrubs



C-1 - 20 feet in width

- 4.5 Canopy Trees
3 Understory Trees
28 Shrubs



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Article 7 PERFORMANCE STANDARDS

	Performance Guideline
Proposed use in GBD:	
Commercial	B-1 or B-2
High intensity commercial (C-2 type uses)	B-1 or B-2
Proposed use in GMD:	
Commercial	B-1 or B-2
High intensity commercial	B-1 or B-2
Multifamily residential	A-1
Proposed use in GID:	
Light industrial/high intensity commercial	C-1
Heavy industrial (ID-2 type uses)	C-1
Proposed use in VM-1:	
Neighborhood commercial	A-1
Multifamily residential	A-1
Proposed use in VM-2:	
Multifamily residential	A-1
Neighborhood commercial	A-1
Commercial	B-1 or B-2
High intensity commercial	B-1 or B-2
Proposed planned neighborhood center (PND) in any district	B-1 or B-2
Proposed planned business development (PND) in any district	B-1 or B-2

G. Roadway setback guidelines in village gateway districts.

1. A roadway setback is a landscaped strip along the right-of-way line, that serves as an attractive boundary to accomplish the intent of the gateway districts.
2. The depth of the roadway setback and degree of vegetation required depend on the zoning district and the nature of the adjoining thoroughfare.
3. The performance guidelines for roadway setbacks are set out in the illustrations in section 7.01.06E[F] that specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of the property boundary requiring the roadway setback shall be divided by 100 and multiplied by the number of plants shown in the illustration. Plants may be spread evenly along the length of the right-of-way line, or may be clustered to attain roadway frontage visibility and access.
4. Canopy trees are those that reach a mature height of 30 feet or greater.
5. Understory trees are those that reach a mature height of less than 30 feet.
6. Roadway setback areas may be used for stormwater management purposes, and for location of underground sewage disposal systems when used.

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Article 7 PERFORMANCE STANDARDS

7. Any fencing placed on the front perimeter of any parcel in the gateway districts shall be located within the setback area.
8. A waiver of the strict planting standards may be granted by the director of the planning and zoning division to allow for retention of native vegetation, when it can be demonstrated that the intent of the planting standard is substantially met. Such buffers may be credited toward meeting the landscaped standards contained in the landscaping standards section of this Code (section 7.01.05).
9. Where any other code provisions are less stringent than these roadway setback standards, the requirements of this section shall prevail.

The following roadway setback performance guidelines shall apply to all new development located in the villages gateway districts shown below, with the exception of single-family residential:

Districts	U.S. Highway 29 Performance Guidelines	State Road 95A Performance Guidelines
GBD	B-1, B-2 or B-3	A-1 or A-2
GMD	B-1, B-2, or B-3	A-1 or A-2
GID	B-1, B-2 or B-3	B-1, B-2, or B-3

- H. *Screening of outdoor storage in villages zoning districts.* The following screening requirements shall apply to all new development locating in the villages zoning districts in which outside storage is allowed. Further, existing unscreened outside storage shall be made to conform to the requirements of this section as a condition of permit approval for any improvements on site exceeding a value of \$2,500.00.

In the GBD and GID districts where outside storage of materials, equipment and machinery is permitted, all such storage shall comply with the following screening requirements:

1. All outdoor storage shall be surrounded by a substantial continuous masonry, wooden or metal fence (not including chainlink fences), or a wall, any of which shall be a minimum of eight feet in height without openings of any type except for one entrance and/or one exit which shall not exceed 25 feet in width.
2. Gates at entrance or exit shall be of a material without visual openings.
3. The screen shall be constructed of the same type of material throughout.
4. Screens shall not be closer to the property line than any roadway setback line as required in section 7.01.06E of this Code.
5. No screen shall be constructed of metal that will rust.
6. Screens shall be maintained in good repair at all times.
7. Screening requirements do not apply to vehicles (truck, cars) used in the daily operation of a business, or to automobiles or mobile homes on display for sale.
8. Any storage of hazardous wastes must be conducted in full accordance with all applicable county, state, and federal standards. Any small or large quantity generators of hazardous waste as defined in 40 CFR 261 must be secured and restricted from public access.
9. Buffer in lieu of screening. Where an outdoor storage area does not abut a public street or highway and cannot be viewed from any public way, a vegetative buffer may be permitted in lieu of screening. A buffer "B-1" as described in section 7.01.06E of this Code shall be required.

[7.01.07. Reserved.]

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Article 7 PERFORMANCE STANDARDS

13. *Ownership and control.* The applicant shall submit proof of ownership and/or control of the upland property proposed for a marina facility.
14. *Availability for public use.* The applicant shall submit information (graphic or textual) sufficient to define the extent of public access and/or availability for public use for those portions of the proposed facility which will be made available and accessible to the general public, if any.
15. *Economic need and feasibility.* A complete application submitted for a marina facility shall be deemed to be based upon a market study or other economic considerations satisfactory to the applicant that the market will support and justify the marina and the applicant's investments therein. Note: Nothing herein shall be interpreted as requiring the submittal of any market studies or analyses by the applicant to the county nor shall the submittal or nonsubmittal of any market studies or any provision of this part be interpreted to incur any liability for the adequacy or accuracy of such study by the county. The applicant, and any investors associated therewith, assume all financial risk/liability associated with any marina approved by the county pursuant to this Code.

(Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2004-68, § 2, 11-4-2004; Ord. No. 2008-49, § 1, 9-4-2008; Ord. No. 2013-37 § 1, 8-8-2013; Ord. No. 2013-54, § 1, 12-5-2013)

Cross references: Waterways, pt. I, ch. 102.

6.05. 29

7.06.00. Industrial processing and storage.

- A. *ID-1 and ID-P district.* Within all districts including GBD, GMD, and VM-2 (except the ID-2 and GID districts), all businesses, services, or manufacturing or processing of materials, goods or products shall be conducted within completely enclosed buildings. All work and/or operations within the districts must be conducted within buildings except temporary outside storage may be allowed if it is adequately buffered and screened from adjacent uses. Storage may be permitted outdoors upon demonstration of need and approval by the board of adjustment. Such storage shall be effectively screened by a wall, fence or planting so that such materials will not be visible from a public way, except in those cases where the BOA determines such screening is unreasonable. Where a lot line within a district abuts the side or rear lot line of any residential lot, screening/buffering is required. Such screening/buffering may be in the form of unimproved property, walls, fences or landscaping and shall be at least 50 percent opaque when viewed from any point along said residential lot line. When landscaping is used for screening, the opacity requirements shall be attained within 18 months of the issuance of the certificate of occupancy. The primary purpose of the screening/buffering is to ensure compatibility of adjacent uses as required by comprehensive plan policy FLU 1.1.9.

Specific gateway district buffering and screening requirements are set forth in section 7.01.06 of this Code.

- B. *ID-2 [and GID] districts.* In the ID-2 and GID districts, permitted uses may be conducted either indoors or outdoors, but shall be in conformance with the applicable performance standards. Exceptions to this requirement are that in the ID-2 and GID districts, all business, servicing, manufacturing or processing within 200 feet of a residential district boundary shall be conducted within completely enclosed buildings. Where a lot line within an ID-2 or GID district abuts the side or rear lot line of any residential lot, screening/buffering is required. Such screening/buffering may be in the form of unimproved property, walls, fences or landscaping and shall be at least 50 percent opaque when viewed from any point along said residential lot line. When landscaping is used for screening, the opacity requirements shall be attained within 18 months of the issuance of the certificate of occupancy. The primary purpose of the screening/buffering is to ensure compatibility of adjacent uses as required by comprehensive plan policy FLU 1.1.9.

Specific gateway district buffering and screening requirements are set forth in section 7.01.06 of this Code.

(Ord. No. 97-18, § 2, 6-5-1997; Ord. No. 98-3, § 1, 1-8-1998; Ord. No. 2013-54, § 1, 12-5-2013)

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commercial development, redevelopment, or expansion may occur as if there were a full intersection for roadway requirements.

D. *Zoning district exemptions.* When a property is located on Perdido Key, within the GBD, GID, GMD zoning districts, or within the activity areas 1--12 and 18, new commercial uses are not required to meet the roadway requirements of the locational criteria.

E. *Existing conforming uses.* Any existing use that is conforming with the current zoning district and future land use category is not required to meet the roadway requirements of the locational criteria.

Although an exemption to the roadway requirement is granted, the property will still be required to meet all of the other performance standards for the zoning district as indicated below. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment (BOA).

7.20.04. Neighborhood commercial locational criteria (AMU-1, R-6, VM-1).

- A. Neighborhood commercial uses shall be located along a collector or arterial roadway and near a collector/collector, collector/arterial, or arterial/arterial intersection and must provide a smooth transition between commercial and residential intensity.
- B. They may be located at the intersection of an arterial/local street without providing a smooth transition when the local street serves as a connection between two arterial roadways and meets all the following criteria:
 1. Shares access and stormwater with adjoining commercial uses or properties;
 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy FLU 1.1.9 and article 7;
 3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
 4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision.
- C. They may be located along an arterial or collector roadway without meeting the above additional requirements when one of the following conditions exists:
 1. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 daily trips; or
 2. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

7.20.05. Retail commercial locational criteria (AMU-2, C-1, VM-2).

- A. Retail commercial land uses shall be located at collector/arterial or arterial/arterial intersections or along an arterial or collector roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial or collector roadway up to one-half mile from a collector/arterial or arterial/arterial intersection may be allowed provided all of the following criteria are met:

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**Escambia County
Clerk's Original**

4/16/2015 5:01pm
P.H.

ORDINANCE NUMBER 2015- 12

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; REPEALING AND REPLACING IN ITS ENTIRETY THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE; REPEALING AND REPLACING IN THEIR ENTIRETY THE ESCAMBIA COUNTY ZONING MAPS; ADOPTING THE ESCAMBIA COUNTY DESIGN STANDARDS MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County finds that repealing and replacing in its entirety the Escambia County Land Development Code 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. Repeal and Replacement of the Escambia County Land Development Code.

The Escambia County Land Development Code, as amended, is hereby repealed in its entirety and replaced with the Escambia County Land Development Code attached as Exhibit A, which includes the Escambia County Design Standards Manual established to provide procedures, standards and guidelines to be used in conjunction with the provisions of the Land Development Code.

Section 2. Repeal and Replacement of the Escambia County Zoning Maps.

The Escambia County Zoning Maps, as amended, are hereby repealed in their entirety and replaced with the Escambia County Zoning Maps attached as Exhibit B.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this ordinance may be renumbered or re-

Date: 4/23/2015
Verified By: J. J. Canine
ERRATA SHEET CHANGES ONLY

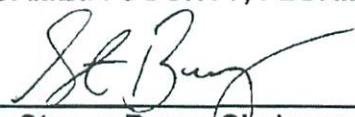
lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

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

DONE AND ENACTED this 16th day of April, 2015.

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

By: 
Steven Barry, Chairman

Date Executed

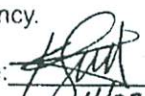
4/23/2015

ATTEST: Pam Childers
Clerk of the Circuit Court




Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: 
Date: 4/22/15

ENACTED: April 16, 2015

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD APRIL 16, 2015
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(5:05 p.m. – 8:18 p.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Grover C. Robinson IV, Vice Chairman, District 4
Commissioner Lumon J. May, District 3
Commissioner Wilson B. Robertson, District 1
Commissioner Douglas B. Underhill, District 2
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

AGENDA NUMBER

1. Call to Order

Chairman Barry called the Special Meeting of the Board of County Commissioners to order at 5:05 p.m.

2. Pledge of Allegiance to the Flag

Commissioner Barry led the Pledge of Allegiance to the Flag.

3. Was the Meeting Properly Advertised?

The Board was advised by Lizabeth Carew, Administrative Specialist, that the Meeting was advertised in the Pensacola News Journal on April 11, 2015, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule, April 13- April 17, 2015, Legal No. 1640164*, and the 5:01 p.m. Public Hearing was advertised in the Pensacola News Journal on April 1, 2015.

4. Adoption of the Agenda

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, adopting the agenda as prepared.

SPECIAL BCC MEETING MINUTES – Continued

AGENDA NUMBER – Continued

5. 5:01 p.m. Public Hearing

(CHAIRMAN BARRY RELINQUISHED THE CHAIR TO COMMISSIONER ROBINSON)

Motion made by Commissioner Robertson, seconded by Commissioner Barry, and failed 3-2, with Commissioner May, Commissioner Underhill, and Commissioner Robinson voting "no," to eliminate any buffer in the exempted categories.

(VICE CHAIRMAN ROBINSON RELINQUISHED THE CHAIR TO COMMISSIONER BARRY)

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-1, with Commissioner Robertson voting "no," approving the Planning Board's recommendation for the 10-foot average buffer for exempted properties.

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving a 100-year stormwater and conveyance attenuation.

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, approving to "to keep the turn lanes as they are now."

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried unanimously, to accept the Errata Sheet, Items 1 through 5, as amended to approve a 100-year (*stormwater attenuation*).

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, directing the Technical (*Advisory*) Group to evaluate LDC Section 3-2.11(d)(7)(b), relating to structure setbacks.

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, to amend Article 1, Section 3-1.3.d., Split Parcels, from 1 acre or less (*in size*) to 10 acres or less.

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, "asking the Planning Board to draft a similar plan for dealing with some of the parcels in the north end, that they have brand new MU and MU-S."

(Continued on Page 3)

SPECIAL BCC MEETING MINUTES – Continued

AGENDA NUMBER – Continued

5. Continued...

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving to strike any reference to minimum density.

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, approving to strike the requirement of *(constructing sidewalks on)* interior lots within a mile of a school.

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, adopting an Ordinance *(Number 2015-12)* repealing and replacing the Escambia County Land Development Code, as amended.

Speaker(s):

Richard Snyder	Gary Sansing
Mary Gutierrez	Tim Tate
Billy Moore	Dan Gilmore
Marilyn Badessa	Tom Hammond
Jesse W. Rigby	Bonita Player
Linda Sorrell	Finley Holmes, Jr.
Barry Goodson	Sally Jo Casey
Dianne Krumel	

SPECIAL BCC MEETING MINUTES – Continued

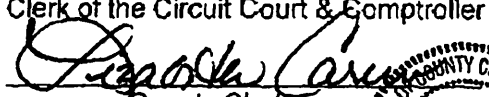
ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Special Meeting of the Board of County Commissioners adjourned at 8:18 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller


Deputy Clerk

By: 
Steven Barry, Chairman

Approved: April 23, 2015





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13084

Growth Management Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 10/19/2017

Issue: Action Item - Huntington Creek Third Addition Final Plat

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Huntington Creek Third Addition Permit 150800031

That the Board take the following action concerning recording of the Final Plat of Huntington Creek Third Addition, (a 30-lot, private single-family residential subdivision with private streets and stormwater retention pond), located in the Beulah community off Mobile Highway, lying east of Beulah Road. Owned and developed by Clearwater 102, 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 "Huntington Creek Lane";

BACKGROUND:

The preliminary plat and construction plans were approved on October 5, 2016. The Escambia County Department of Public Safety approved the street name "Huntington Creek Lane" on June 3, 2016. Development Services Department inspected the improvements on October 10, 2017 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

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, if any.

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-off given by the County Surveyor, the plat will be transmitted to the Clerk of Court's Office for signatures and 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 Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

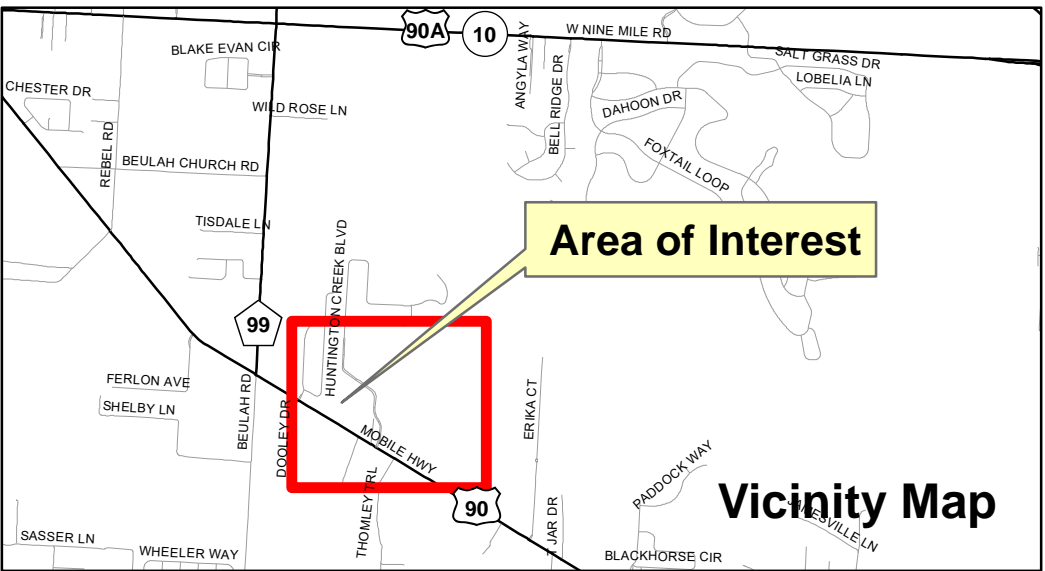
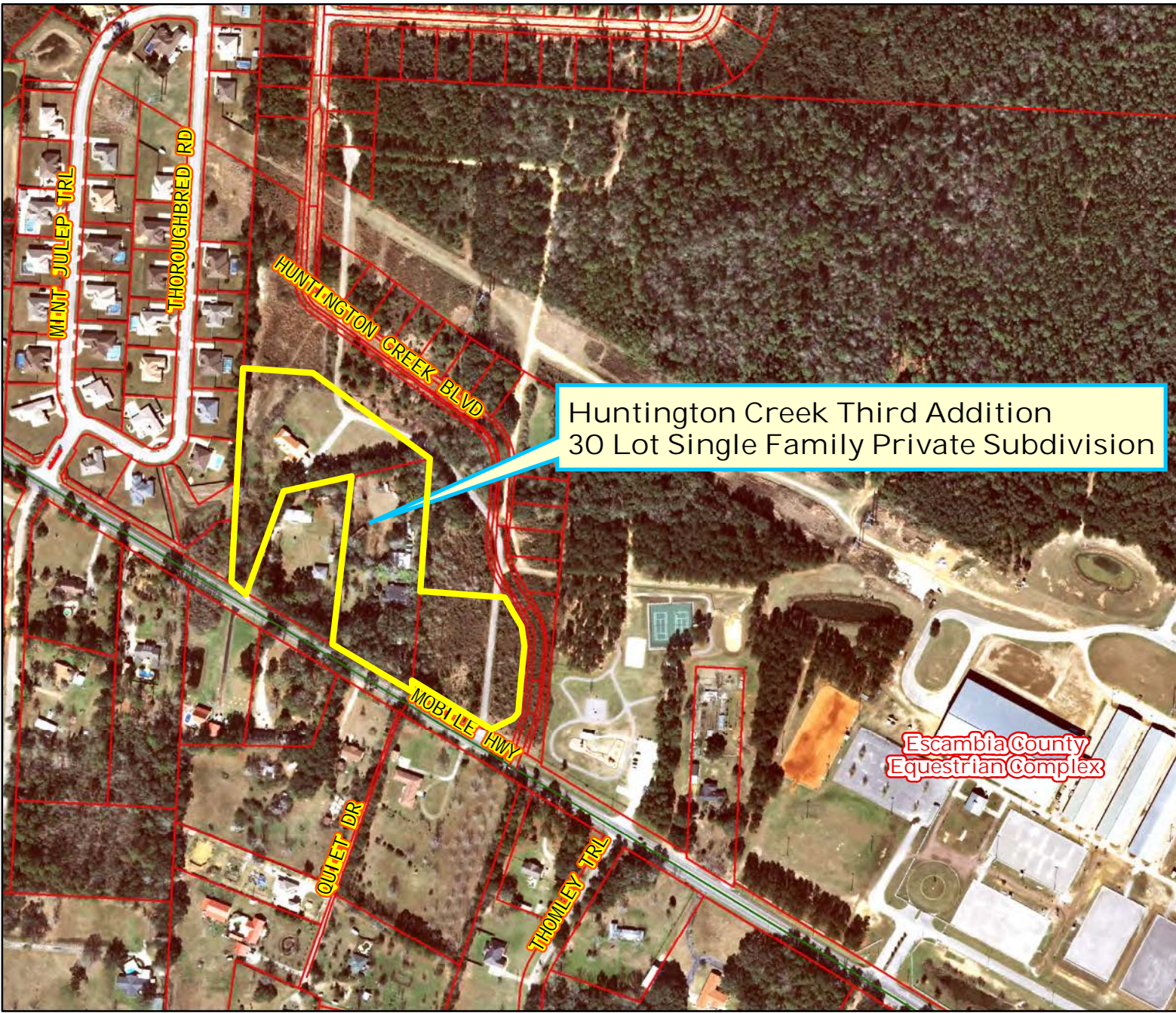
Location/Vicinity Map

Street Name Letter Approval

Approved Final Plat

Infrastructure Maintenance Disclosure

Subdivision Plat ~ Huntington Creek Third Addition 30 Lot Single Family Residences





Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

June 3, 2016

Street Letter Approval

The following names have been submitted for approval:

Huntington Creek Lane

The street is located in:

Huntington Creek Third Addition

The name was requested by:

JMA Engineering Services, Inc.

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714

Telephone (850) 471-6400 • Fax (850) 471-6455 www.myescambia.com

my escambia

Huntington Creek Third Addition

*Note: For lots that show multiple addresses, use the street that the house will face. **Addresses are temporary until final plat is recorded.***

Block "A"

Lot 26	7900	Huntington Creek Ln
Lot 27	7908	Huntington Creek Ln
Lot 28	7916	Huntington Creek Ln
Lot 29	7926	Huntington Creek Ln
Lot 30	7936	Huntington Creek Ln
Lot 31	7940	Huntington Creek Ln
Lot 32	7944	Huntington Creek Ln
Lot 33	7948	Huntington Creek Ln
Lot 34	7952	Huntington Creek Ln
Lot 35	7956	Huntington Creek Ln
Lot 36	7960	Huntington Creek Ln
Lot 37	7964	Huntington Creek Ln
Lot 38	7968	Huntington Creek Ln
Lot 39	7972	Huntington Creek Ln
Lot 40	7976	Huntington Creek Ln
Lot 41	7980	Huntington Creek Ln


Block "H"

Lot 1	7953	Huntington Creek Ln
Lot 2	7941	Huntington Creek Ln
Lot 3	7937	Huntington Creek Ln
Lot 4	7933	Huntington Creek Ln
Lot 5	7929	Huntington Creek Ln
Lot 6	7925	Huntington Creek Ln
Lot 7	7921	Huntington Creek Ln
Lot 8	7917	Huntington Creek Ln
Lot 9	7913	Huntington Creek Ln
Lot 10	7909	Huntington Creek Ln
Lot 11	7905	Huntington Creek Ln
Lot 12	7901	Huntington Creek Ln

Block "I"

Lot 1	7981	Huntington Creek Ln
Lot 2	7975	Huntington Creek Ln

A RECORD PLAT OF



DEDICATION

WITNESSES: CLEARWATER 102, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
(SIGNATURE) _____ BY: HEMMER CONSULTING, LLC,
(PRINTED NAME) _____ A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER FOR CLEARWATER 102

WITNESSES: WHITNEY BANK d/b/a HANCOCK BANK

(SIGNATURE) _____ BY: _____
(PRINTED NAME) _____ ITS VICE PRESIDENT WHITNEY BANK
d/b/a HANDCOCK BANK

BEFORE THE SUBSCRIBER PERSONALLY APPEARED FRED HEMMER, PRESIDENT OF HEMMER CONSULTING, LLC, THE MANAGER OF CLEARWATER 102, LLC, OWNER AND DEVELOPER OF HUNTINGTON CREEK THIRD ADDITION, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF CLEARWATER 102, LLC, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO () IS PERSONALLY KNOWN TO ME OR WHO () HAS PRODUCED _____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2017.

PRINT NAME

COMMISSION NO. _____
MY COMMISSION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

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 ESCAMBA COUNTY, FLORIDA ON THIS ____ DAY OF _____, 2017.

JOSEPH BARRETT, P.S.M. COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6260

COUNTY OF ESCAMBIA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA
COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL
THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011
THROUGH 177.151) OF THE LEGISLATURE OF FLORIDA AND THE SAME WAS
FILED FOR RECORD IN PLAT BOOK _____ AT PAGE _____
OF THE PUBLIC RECORDS OF SAID COUNTY ON THIS _____ DAY
OF _____, 2017.

PAM CHILDERS, CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.001, 177.002, 177.003, 177.004, 177.005; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, AS SET FORTH IN CHAPTER 177, 177.050-177.052, 177.053, 177.054, 177.055, 177.056, 177.057, 177.058, 177.059, 177.060, 177.061, 177.062, 177.063, 177.064, 177.065, 177.066, 177.067, 177.068, 177.069, 177.070, 177.071, 177.072, 177.073, 177.074, 177.075, 177.076, 177.077, 177.078, 177.079, 177.080, 177.081, 177.082, 177.083, 177.084, 177.085, 177.086, 177.087, 177.088, 177.089, 177.090, 177.091, 177.092, 177.093, 177.094, 177.095, 177.096, 177.097, 177.098, 177.099, 177.100, 177.101, 177.102, 177.103, 177.104, 177.105, 177.106, 177.107, 177.108, 177.109, 177.110, 177.111, 177.112, 177.113, 177.114, 177.115, 177.116, 177.117, 177.118, 177.119, 177.120, 177.121, 177.122, 177.123, 177.124, 177.125, 177.126, 177.127, 177.128, 177.129, 177.130, 177.131, 177.132, 177.133, 177.134, 177.135, 177.136, 177.137, 177.138, 177.139, 177.140, 177.141, 177.142, 177.143, 177.144, 177.145, 177.146, 177.147, 177.148, 177.149, 177.150, 177.151, 177.152, 177.153, 177.154, 177.155, 177.156, 177.157, 177.158, 177.159, 177.160, 177.161, 177.162, 177.163, 177.164, 177.165, 177.166, 177.167, 177.168, 177.169, 177.170, 177.171, 177.172, 177.173, 177.174, 177.175, 177.176, 177.177, 177.178, 177.179, 177.180, 177.181, 177.182, 177.183, 177.184, 177.185, 177.186, 177.187, 177.188, 177.189, 177.190, 177.191, 177.192, 177.193, 177.194, 177.195, 177.196, 177.197, 177.198, 177.199, 177.200, 177.201, 177.202, 177.203, 177.204, 177.205, 177.206, 177.207, 177.208, 177.209, 177.210, 177.211, 177.212, 177.213, 177.214, 177.215, 177.216, 177.217, 177.218, 177.219, 177.220, 177.221, 177.222, 177.223, 177.224, 177.225, 177.226, 177.227, 177.228, 177.229, 177.230, 177.231, 177.232, 177.233, 177.234, 177.235, 177.236, 177.237, 177.238, 177.239, 177.240, 177.241, 177.242, 177.243, 177.244, 177.245, 177.246, 177.247, 177.248, 177.249, 177.250, 177.251, 177.252, 177.253, 177.254, 177.255, 177.256, 177.257, 177.258, 177.259, 177.260, 177.261, 177.262, 177.263, 177.264, 177.265, 177.266, 177.267, 177.268, 177.269, 177.270, 177.271, 177.272, 177.273, 177.274, 177.275, 177.276, 177.277, 177.278, 177.279, 177.280, 177.281, 177.282, 177.283, 177.284, 177.285, 177.286, 177.287, 177.288, 177.289, 177.290, 177.291, 177.292, 177.293, 177.294, 177.295, 177.296, 177.297, 177.298, 177.299, 177.300, 177.301, 177.302, 177.303, 177.304, 177.305, 177.306, 177.307, 177.308, 177.309, 177.310, 177.311, 177.312, 177.313, 177.314, 177.315, 177.316, 177.317, 177.318, 177.319, 177.320, 177.321, 177.322, 177.323, 177.324, 177.325, 177.326, 177.327, 177.328, 177.329, 177.330, 177.331, 177.332, 177.333, 177.334, 177.335, 177.336, 177.337, 177.338, 177.339, 177.340, 177.341, 177.342, 177.343, 177.344, 177.345, 177.346, 177.347, 177.348, 177.349, 177.350, 177.351, 177.352, 177.353, 177.354, 177.355, 177.356, 177.357, 177.358, 177.359, 177.360, 177.361, 177.362, 177.363, 177.364, 177.365, 177.366, 177.367, 177.368, 177.369, 177.370, 177.371, 177.372, 177.373, 177.374, 177.375, 177.376, 177.377, 177.378, 177.379, 177.380, 177.381, 177.382, 177.383, 177.384, 177.385, 177.386, 177.387, 177.388, 177.389, 177.390, 177.391, 177.392, 177.393, 177.394, 177.395, 177.396, 177.397, 177.398, 177.399, 177.400, 177.401, 177.402, 177.403, 177.404, 177.405, 177.406, 177.407, 177.408, 177.409, 177.410, 177.411, 177.412, 177.413, 177.414, 177.415, 177.416, 177.417, 177.418, 177.419, 177.420, 177.421, 177.422, 177.423, 177.424, 177.425, 177.426, 177.427, 177.428, 177.429, 177.430, 177.431, 177.432, 177.433, 177.434, 177.435, 177.436, 177.437, 177.438, 177.439, 177.440, 177.441, 177.442, 177.443, 177.444, 177.445, 177.446, 177.447, 177.448, 177.449, 177.450, 177.451, 177.452, 177.453, 177.454, 177.455, 177.456, 177.457, 177.458, 177.459, 177.460, 177.461, 177.462, 177.463, 177.464, 177.465, 177.466, 177.467, 177.468, 177.469, 177.470, 177.471, 177.472, 177.473, 177.474, 177.475, 177.476, 177.477, 177.478, 177.479, 177.480, 177.481, 177.482, 177.483, 177.484, 177.485, 177.486, 177.487

FRED R. THOMPSON, P.L.S. NO. 3027
STATE OF FLORIDA
7142 BELGIUM CIRCLE
PENSACOLA, FL. 32526
L.B. 7277

NOT VALID UNLESS
SEALED WITH
AN EMBOSSED SEAL

I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR HUNTINGTON CREEK THIRD ADDITION. ALL PROPOSED PRIVATE ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

GERALD W. McGUIRE PE. NO. 39572
STATE OF FLORIDA
JMA ENGINEERING SERVICES, INC.
2726 WALLACE LAKE ROAD, PACE, FL 32571
(850) 995-7323

NOT VALID UNLESS
SEALED WITH
AN EMBOSSED SEAL OF
A FLORIDA PROFESSIONAL
ENGINEER

SHEET 1 OF 2

CLEARWATER 102, LLC
1604 E. JACKSON STREET
PENSACOLA, FL 32501
CONTACT: FRED HEMMER
(813) 299-9855

JERRY W. McGUIRE
JMA ENGINEERING SERVICES, INC.
2726 WALLACE LAKE ROAD,
PACE, FL 32571
(850) 995-7323

FRED R. THOMPSON
NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FL 32526
(850) 432-1052

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

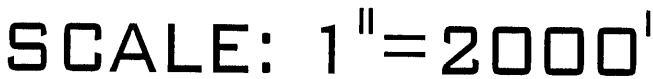
NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

[illegible]

SURVEYOR'S NOTES:

1. NORTH, BEARINGS AND THE SURVEY DATUM SHOWN HEREON IS BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83) (2011)—EPOCH 2010.00000) AND WAS DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIKER+ GEODETIC DISTANCE MEASUREMENT RECEIVER WITH AN INERTIAL NAVIGATION SYSTEM (INS) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN). FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) RECORD STATION AREA.
2. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X". MINIMAL RISK AREAS OUTSIDE THE 2% ANNUAL FLOOD EXCEEDANCE ZONE TO BASE FLOOD ELEVATION ARE NOT SHOWN WITHIN THESE ZONES, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA COMMUNITY 120080, FIRM MAP PANEL NUMBERS 18C-01A AND 18C-01B, REVISION DATED JANUARY 1998.
3. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FEET.
4. GERALD W. MCGUIRE, P.E., JWA ENGINEERING SERVICES, INC, 2726 WALLACE LAKE ROAD, PACE, FL 32571, (850) 955-7323 IS THE ENGINEER OF RECORD.
5. ANYTHING WHICH MAY APPLY THAT WILL NOT BE RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. DEVELOPMENT CONSISTS OF 30 SINGLE FAMILY DETACHED RESIDENTIAL LOTS. RESIDENTIAL DENSITY = 3.11 UNITS/ACROSS TOTAL ACRES OF LAND OR THEREABOUTS.
7. NO SIGNAGE, LANDSCAPING OR FENCING SHALL BE INSTALLED WITHIN THE 35' SIGHT TRIANGLE THAT MAY RESTRICT THE VISUAL CLEARANCE SET FORTH BY THE LAND DEVELOPMENT CODE. (LDC-7.01.08)
8. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE OPERATION OF THE POWER LINE. IF THE POWER LINE IS NOT OPERATED FOR ANY REASON, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN ADDITION, IF THE POWER LINE IS NOT OPERATED FOR ANY REASON, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IT SHALL BE 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. IF SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES WITHIN THE ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
9. DRAINAGE/ACCESS EASEMENTS: NO FENCES OR OTHER STRUCTURES SHALL BE BUILT WITHIN DRAINAGE/ACCESS EASEMENTS. THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
10. FENCE: THE PREVENTION OF ENCLOSURE SHALL BE MAINTAINED ALONG THE SIDE LOT LINE BEING 5 FEET EACH SIDE OF THE LOT LINE. FENCES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
11. EASEMENTS, GATES, AND SIGNS ARE TO BE MAINTAINED BY THE HOME OWNER ASSOCIATION.
12. PARTIAL RELEASE OF EASEMENT IN O.R. BOOK 2500, PAGE 46, TOGETHER WITH PARTIAL RELEASE OF EASEMENT IN O.R. BOOK 7163, PAGE 186, ALSO, AN UNDERGROUND DISTRIBUTION EASEMENT TO GULF POWER COMPANY RECORDED IN O.R. BOOK 4817 AT PAGE 395, TOGETHER WITH PARTIAL RELEASE OF EASEMENT IN O.R. BOOK 7163, PAGE 186, ALSO, A RIGHT OF WAY EASEMENT TO GULF POWER COMPANY RECORDED IN DEED BOOK 367, PAGE 47, TOGETHER WITH PARTIAL RELEASE OF EASEMENT IN O.R. BOOK 7163, PAGE 186, AND ALSO EASEMENT TO GULF POWER COMPANY RECORDED IN O.R. BOOK 2500, PAGE 46, AND PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
13. ALL SUBDIVISION SIGNS WILL BE INSIDE SIGN EASEMENTS.



LOT COVERAGE: THE PERVIOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (70% MAXIMUM IMPERVIOUS COVER RATIO)
LOT WIDTH: FIFTY FEET AT STREET RIGHT OF WAY FOR SINGLE-FAMILY DETACHED DWELLING
FRONT YARD: THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NO LESS THAN 20 FEET.
REAR YARD: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 20 FEET IN DEPTH.
SIDE YARD:
 ON EACH SIDE OF ALL OTHER STRUCTURES, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.
BUILDING HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE.

STATE PLANE COORDINATE TABLE									
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE									
STATION	NORTHING (FT.)	EASTING (FT.)	LATITUDE (N)	LONGITUDE (W)	SCALE FACTOR	CONVERGENCE	ELEVATION (NAVD88)	Elevation Factor	COMBINED SCALE FACTOR
GPS 1	563103.93	1062657.84	30°31'00.9817"	87°22'37.1481"	0.99996696	-01°26'44.73"	116.61	0.99999876	0.99996574
GPS 2	563832.03	1062698.84	30°31'08.1963"	87°22'36.8896"	0.99996719	-01°26'44.60"	121.13	0.99999855	0.99996574
GPS 3	563415.75	1063273.07	30°31'04.2207"	87°22'30.2066"	0.99996708	-01°26'41.24"	115.56	0.99999881	0.99996589
ESC 4075	556489.57	1087483.28	30°30'01.6463"	87°17'51.56.5612"	0.99996527	01°24'21"	109.12"	0.99999910	0.99996437
LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK									
TO CONVERT A GROUND DISTANCE TO A GRID DISTANCE MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR									

-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 ESCAMBA COUNTY, FLORIDA.

**DECLARATION OF RESTRICTIONS AND COVENANTS,
OFFICIAL RECORDS BOOK _____, PAGE(S) _____**

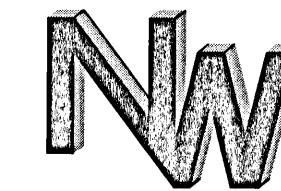
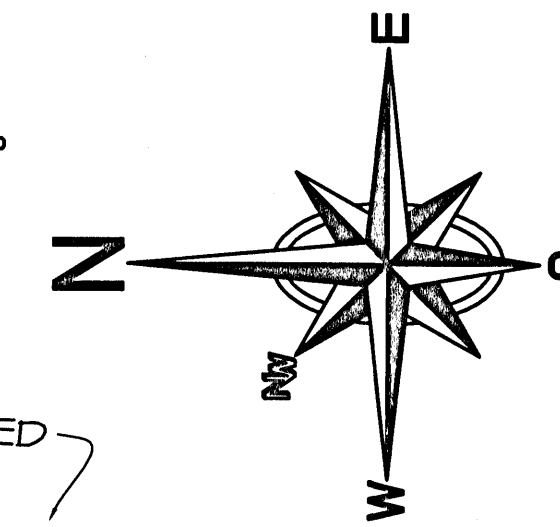
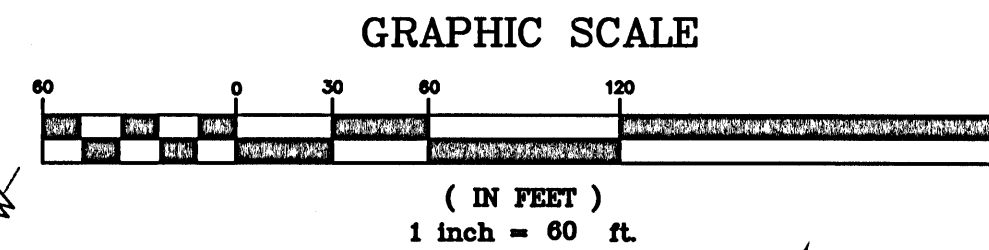
PLAT BOOK _____, PAGE _____

A RECORD PLAT OF
HUNTINGTON CREEK
THIRD ADDITION

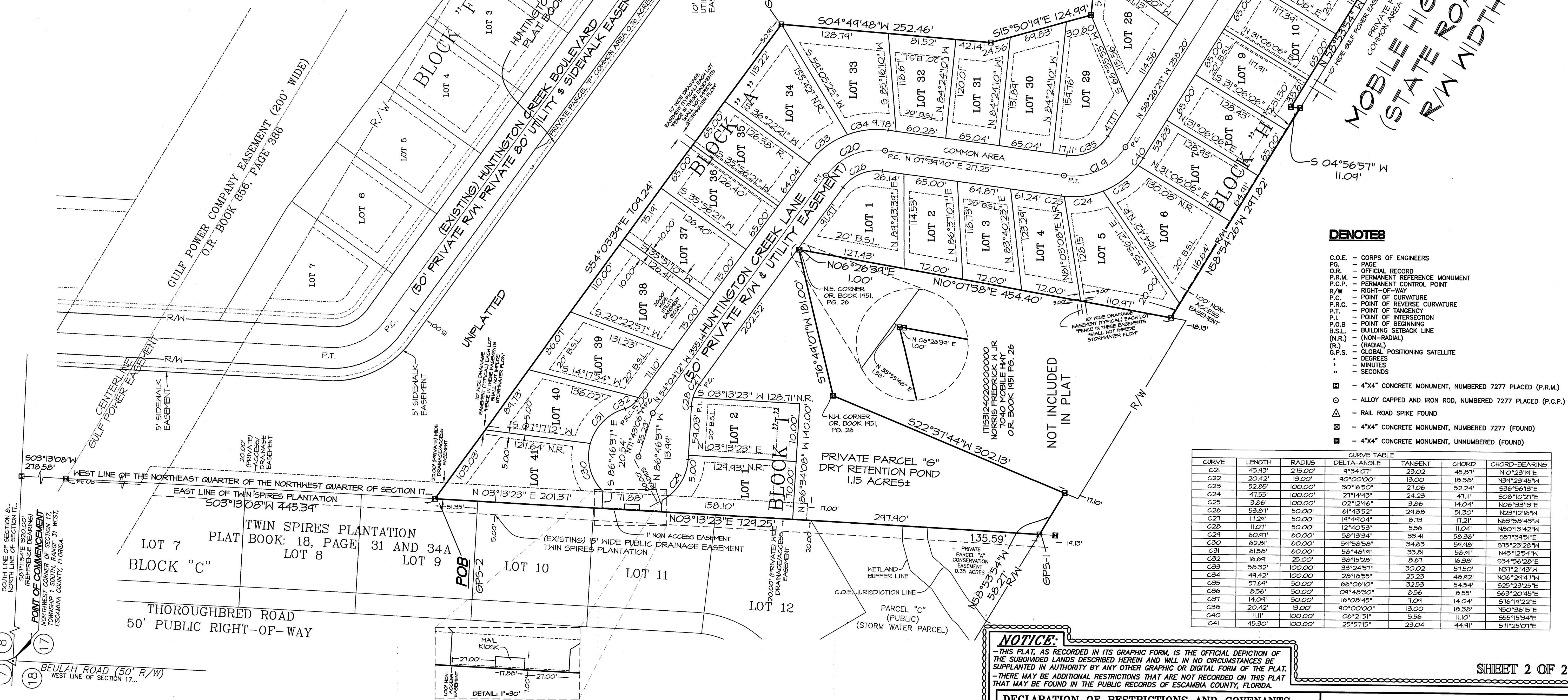
OF A SINGLE FAMILY RESIDENTIAL SUBDIVISION
LOCATED IN A PORTION OF SECTION 17,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
FUTURE LAND USE: MU-S
CURRENT ZONING: MDR
OCTOBER, 2017

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
PENSACOLA, FL 32526
(850) 432-1052



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C4	64.21'	300.00'	12°15'45"	32.23	64.08'	N11°44'08"E
C5	121.44'	200.00'	34°56'51"	62.46	120.11'	N11°52'11"W
C6	55.65'	260.00'	12°15'45"	27.13	55.54'	S11°44'08"W
C7	47.54'	160.00'	34°56'52"	50.31	46.04'	S11°52'10"E
C8	33.41'	75.00'	25°51'15"	17.28	33.68'	S11°25'07"E
C9	26.53'	75.00'	66°06'10"	48.80	81.81'	S25°23'25"E
C20	80.81'	75.00'	61°43'52"	44.83	76.45'	N23°12'16"W



DENOTES

- C.O.E. - CORPS OF ENGINEERS
- P.C. - POINT OF CURVATURE
- O.R. - OFFICIAL RECORD
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.C.P. - PERMANENT CONTROL POINT
- R/W - RIGHT-OF-WAY
- P.C. - POINT OF CURVATURE
- P.R.C. - POINT OF REVERSE CURVATURE
- P.T. - POINT OF TANGENCY
- P.I. - POINT OF INTERSECTION
- P.O.B. - POINT OF BEGINNING
- B.S.L. - BUILDING SETBACK LINE
- (N.R.) - (NON-RADIAL)
- (R.) - (RADIAL)
- G.P.S. - GLOBAL POSITIONING SATELLITE
- ° - DEGREES
- ' - MINUTES
- '' - SECONDS
- - 4"x4" CONCRETE MONUMENT, NUMBERED 7277 PLACED (P.R.M.)
- - ALLOY CAPPED AND IRON ROD, NUMBERED 7277 PLACED (P.C.P.)
- △ - RAIL ROAD SPIKE FOUND
- - 4"x4" CONCRETE MONUMENT, NUMBERED 7277 (FOUND)
- - 4"x4" CONCRETE MONUMENT, UNNUMBERED (FOUND)

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C21	45.43'	215.00'	4°34'01"	23.02	45.87'	N10°23'14"E
C22	20.42'	13.00'	40°00'00"	13.00	18.38'	N34°23'45"W
C23	52.85'	100.00'	30°16'50"	27.06	52.24'	S36°56'13"E
C24	41.55'	100.00'	27°14'43"	24.23	41.11'	S08°10'27"E
C25	3.86'	100.00'	02°12'46"	3.86	14.04'	N06°33'13"E
C26	53.87'	50.00'	61°43'52"	24.88	51.50'	N23°12'16"W
C27	17.28'	50.00'	14°44'04"	8.73	17.21'	N63°58'43"W
C28	11.07'	50.00'	12°40'53"	5.56	11.04'	N80°13'42"W
C29	60.91'	60.00'	58°13'34"	33.41	58.38'	S57°34'51"E
C30	62.81'	60.00'	54°58'58"	34.63	54.48'	S15°23'28"W
C31	61.58'	60.00'	58°48'18"	33.81	58.41'	N45°12'54"W
C32	16.64'	25.00'	36°15'28"	8.61	16.38'	S34°56'28"E
C33	58.32'	100.00'	33°24'51"	30.02	51.50'	N81°21'48"W
C34	49.42'	100.00'	28°18'55"	25.23	48.42'	N36°24'47"W
C35	51.64'	50.00'	66°06'10"	32.53	54.54'	S25°23'25"E
C36	8.56'	50.00'	04°46'30"	8.56	8.55'	S63°20'45"E
C37	14.04'	50.00'	16°08'45"	7.04	14.04'	S16°14'22"E
C38	20.42'	13.00'	40°00'00"	13.00	18.38'	N50°36'15"E
C40	11.11'	100.00'	06°21'51"	5.56	11.10'	S55°15'34"E
C41	45.30'	100.00'	25°51'15"	23.04	44.41'	S11°25'07"E

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 ESCAMBIA COUNTY, FLORIDA.

DECLARATION OF RESTRICTIONS AND COVENANTS,
OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

**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: Huntington Creek Third Addition

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)	Huntington Creek Community Association, Inc. ("Association")	Association
Bridge(s)	N/A	N/A
Retention Pond(s)	Association	Association
Stormwater Conveyance or Easements (rear yard)	Homeowner	Homeowner
Easements between lots (side yard)	N/A	N/A
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA	ECUA
Water System	ECUA	ECUA
Gas	Pensacola Energy	Pensacola Energy
Electric	Gulf Power	Gulf Power
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.myesecambia.com.
This form completed by:

Seller's Name

Address

City, State, Zip Code

AS TO SELLERS:

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 Date: _____

LOT/BLOCK	TYPE OF INFRASTRUCTURE	RESPONSIBLE ENTITY	OWNERSHIP
Lots 37 & 38, Block A	20' Utility Easement (westerly 10' of Lot 37 and easterly 10' of Lot 38)	ECUA	Homeowner
Lot 12, Block H	Private sign Easement	Association	Homeowner
Lot 41, Block A & Lot 1, Block I	20' Private Drainage/Access Easement	Association	Homeowner
Between Lot 41, Block A, and Lot 1, Block I	20' Private Drainage/Access Easement; 1' Non-Access Easement; and Mailbox Kiosk	Association	Association
Lot 26, Block A & Lot 12, Block H	5' Private Fence Easement	Association	Homeowner
Lots 5-9, Block H, Lot 12, Block H, and Lot 26, Block A	1' Non-Access Easement	Homeowner	Homeowner
Lots 9 & 10, Block H	10' Gulf Power Easement (easterly 5' of Lot 9 and westerly 5' of Lot 10)	Gulf Power	Homeowner
All Lots in Huntington Creek Third Addition	Cable TV Service	Spectrum	Spectrum

RESIDENTIAL SALES ABUTTING ROADWAY 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 whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. 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.

Name of Roadway: Huntington Creek Lane

Legal Address of Property: Lots 26 through 41, Block A; Lots 1 through 12, Block H; and Lots 1 and 2, Block I, Huntington Creek Third Addition

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

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:

Seller's Name

Address

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 Date:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13066

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

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 three Request for Disposition of Property Forms for the Public Works Department, listing 10 items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:

The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request Forms

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: ROAD DEPARTMENT

COST CENTER NO: 210405

Maribelle VanBrussel

DATE: 9/26/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	46072	VAN	2B7KB31ZXWK154059	DODGE	1998	POOR
	57255	TRAILER SOLOR SIGN BOARD	5F12S161571004282	WANCO	2008	POOR
	47747	MESSAGE SIGN BOARD	MB-3048-407245	MB3048	1999	POOR
	47748	MESSAGE SIGN BOARD	MB-3048-407244	MB3048	1999	POOR
	48702	FINISHING MOWER	751165	RM990	2000	POOR
	50282	LEE BOY ASPHALT SPREADER	1200-657	1200	2001	POOR

Disposal Comments: TO BE AUCTIONED... BEYOND REPAIR

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

Date: 9/26/17

FROM: Escambia County Department Director (Signature):

Director (Print Name):

JAMES HIGDON/ FLEET DIVISION MANAGER

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT

COST CENTER NO: 210405

Maribelle VanBrussel

DATE: 9/26/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	40486	SWEEPERSTER	935549	RHFA	1993	POOR
	42811	DOZER	96J00771	D4HLGP	1995	POOR

Disposal Comments: TO BE AUCTIONED... BEYOND REPAIR

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/26/17

FROM: Escambia County Department Director (Signature): 

Director (Print Name): JAMES HIGDON/ FLEET DIVISION MANAGER

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date


Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Public Works/Engineering COST CENTER NO: 210301
Rhela McCoy DATE: 9/12/2017
Property Custodian (PRINT FULL NAME)
Property Custodian (Signature):  Rhela McCoy
cm=Rhela McCoy, o=Public Works,
ou=Engineering,
email=rhela.mccoy@myescambia.com, c=US
2017.09.12 14:51:36 -0500 Phone No: 850-595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	47209	PRINTER COLOR PLOTTER	ESB8817548	2500CP	1998	Good
Y	50027	HP COLOR PLOTTER	SG15G1401Y	5000PS	2001	Good

Disposal Comments: Both plotters are outdated and non-functioning. However, both could be auctioned and refurbished.

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:

FROM: Escambia County Department Director (Signature):

 9/18/17

Director (Print Name): Joy Jones, Engineering Division Manager

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-13028

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

Issue: Noise Waiver for Soundside Merchants Harley Davidson Hog Festival
November 3, 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 the November 3rd Fireworks Display from a Barge off Quietwater Beach - 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 measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event to be held on a Barge on the Soundside of Quietwater Beach, for the Soundside Merchants Harley Davidson Hog Festival on November 3, 2017, from approximately 8:30 p.m., through 8:45 p.m.

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 and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

Site Location



**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:	
Building Permit Number:	
Approved By:	Date:

Applicant: <i>Pyro Shows, Inc</i>		Phone Number: <i>800-662-1331</i>	
Owner's Name: <i>Lansden F Hill, Jr.</i>		Phone Number: <i>423-494-4202</i>	
Owner's Address: <i>P O Box 1776</i>			
City: <i>LaFollette</i>		State: <i>TN</i>	Zip Code: <i>37766</i>
Job Address: <i>400 Quietwater Beach Rd. Pensacola Beach</i> <i>FL, 32561</i>			Lot or Apt. Number:

Limited Waiver Section Only

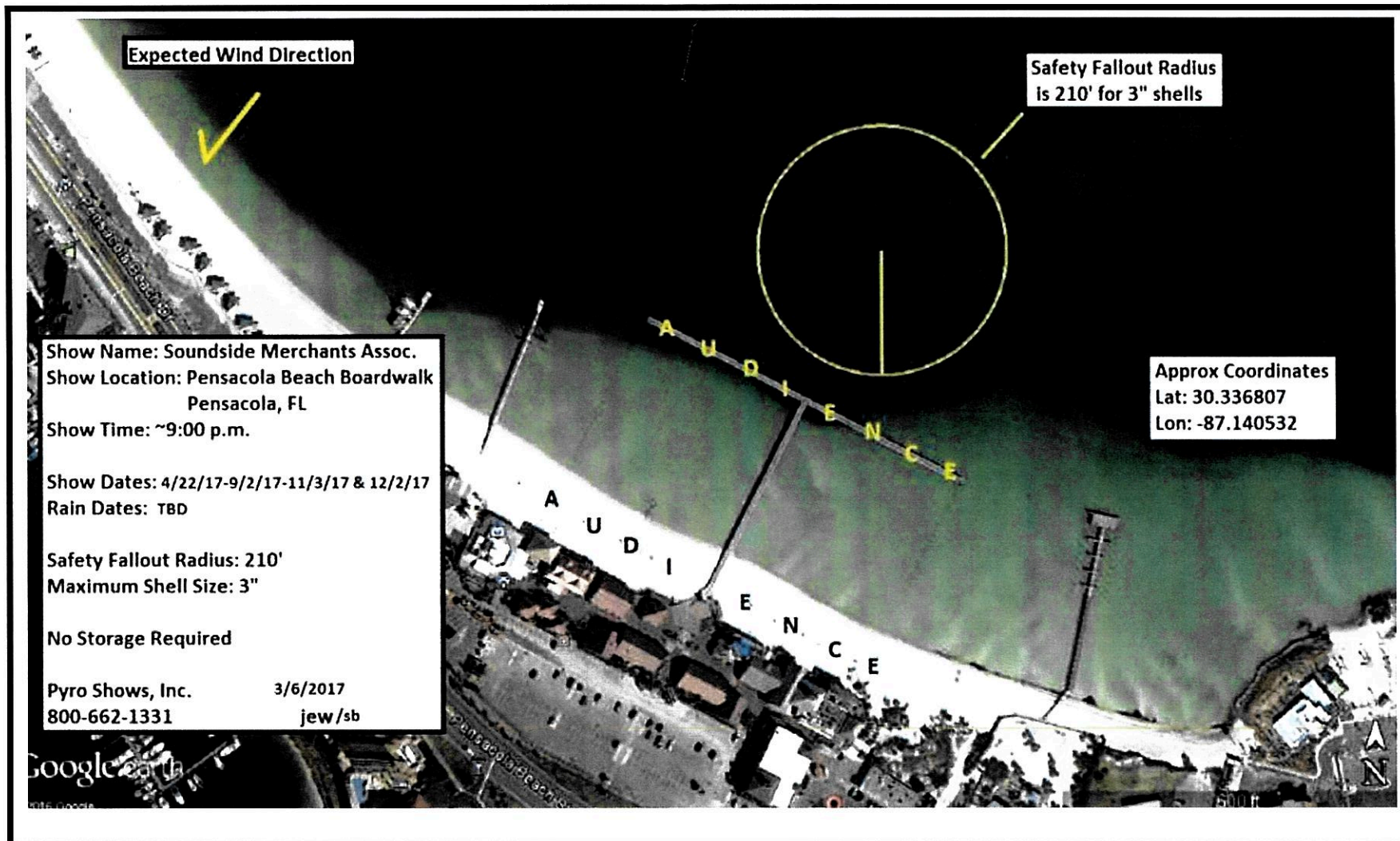
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: <i>11-3-2017</i>		Description of Activity: <i>Soundside Merchants Association, Inc</i> <i>Harley Davidson Hog Festival</i>
Beginning Time: <i>8:30 pm</i>	Ending Time: <i>8:45 pm</i>	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	Date: <i>9/11/2017</i>
Applicant Signature: <i>Lansden F Hill, Jr.</i>	



Show Name: Soundside Merchants Association

Show Location/Site Address:

Off shore: 400 Quietwater Beach Road, Pensacola Beach, FL 32561

Created by: jew/sb Date: 3/6/2017

Ph: 800-662-1331

Show Time: 9:00 PM

Overnight Storage: No

Show Date: 4/22/17-9/2/17-11/3/17, 12/2/17 Rain Date: TBD

Maximum Shell Size: 3"

Safety Fallout Radius: 210'





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13076

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

Issue: Noise Waiver for Soundside Merchants Lighted Boat Parade
December 2, 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 the December 2nd Fireworks Display from a Barge off Quietwater Beach - 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 measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event to be held on a Barge on the Soundside of Quietwater Beach, for the Soundside Merchants Lighted Boat Parade on December 2, 2017, from approximately 8:00 p.m., through 8:15 p.m.

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 and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

Site Location



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:	
Building Permit Number:	
Approved By:	Date:

Applicant: <u>Pyro Shows, Inc.</u>		Phone Number: <u>800-662-1331</u>	
Owner's Name: <u>Lansden F Hill, Jr.</u>		Phone Number: <u>423-494-4202</u>	
Owner's Address: <u>PO Box 1776</u>			
City: <u>LaFollette</u>	State: <u>TN</u>	Zip Code: <u>37766</u>	
Job Address: <u>400 Quitwater Beach Rd, Pensacola, FL 32561</u>		Lot or Apt. Number:	

Limited Waiver Section Only

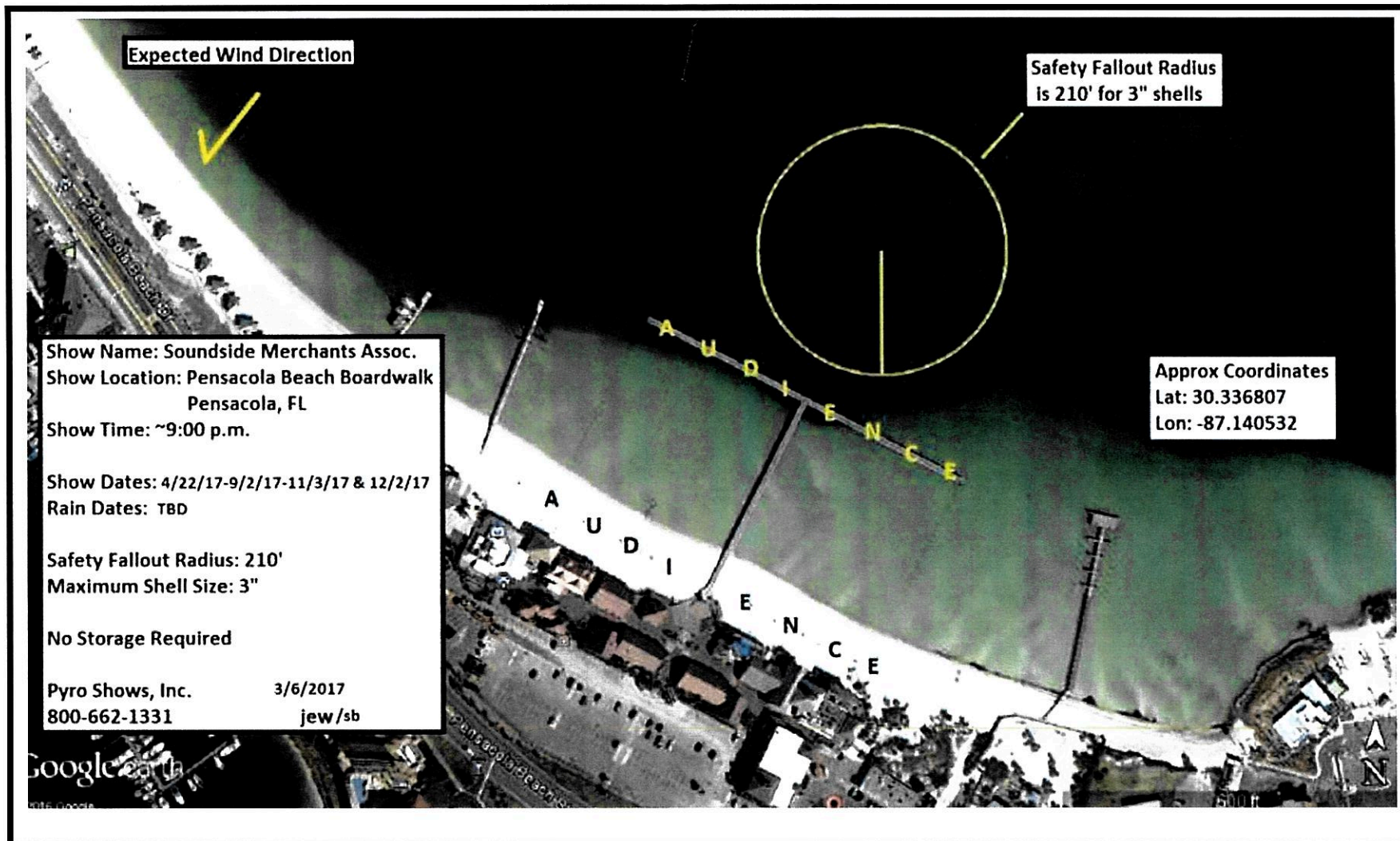
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: <u>12-2-2017</u>		Description of Activity: <u>Soundside merchants Associations, Inc</u> <u>Lighted Boat Parade</u>
Beginning Time: <u>8:00 PM</u>	Ending Time: <u>8:15 PM</u>	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	Date: <u>9/11/2017</u>
Applicant Signature: <u>[Signature]</u>	



Show Name: Soundside Merchants Association

Show Location/Site Address:

Off shore: 400 Quietwater Beach Road, Pensacola Beach, FL 32561

Created by: jew/sb Date: 3/6/2017

Ph: 800-662-1331

Show Time: 9:00 PM

Overnight Storage: No

Show Date: 4/22/17-9/2/17-11/3/17, 12/2/17 Rain Date: TBD

Maximum Shell Size: 3"

Safety Fallout Radius: 210'





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13075

County Administrator's Report 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

Issue: 5:31 p.m. Public Hearing Request for Fiscal Year 2016/2017
Re-budgets

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on November 2, 2017, at 5:31 p.m., concerning re-budgeting ongoing Grant and Project Funding that will amend the Fiscal Year 2017/2018 Budget and appropriate these funds for those related ongoing grants and projects.

BACKGROUND:

Re-budgets are funds for grants and projects that were approved in FY 2016/17 or earlier, but since the associated projects were not completed, the funding must be brought forward in the FY 2017/18 Budget, so the grant and project expenditures can be completed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13087

County Administrator's Report 11. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

Issue: 5:31 p.m. Public Hearing Request to Adopt the Uniform Method of Collection Resolution

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 14, 2017, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a Resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The Resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this will happen during November 2017. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This Resolution for the Uniform Method of Collection will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2018/2019.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the
newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll
by first class mail to the affected property owners when the assessment is collected under the uniform method for
the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13090

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

Issue: Clinton Cox Residence Transitional Housing Transfer of Ownership

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Clinton Cox Residence Transitional Housing Transfer of Ownership - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Clinton Cox Residence Transitional Housing Transfer of Ownership:

- A. Approve the Termination of Sublease and Assumption of Indebtedness and Consent to Said Termination and Assumption Agreement, subject to Legal review and approval, for the HOME/SHIP assisted Clinton Cox Residence detailing transfer of ownership from Community Enterprise Investments, Inc. (CEII) to Pathways for Change, Inc. (PFC);
- B. Approve Amendment #2 to the Special Needs Housing Rental Development Agreement, subject to Legal review and approval, between CEII, PFC, and the EscaRosa Coalition on the Homeless (ECOH); and
- C. Authorize the Chairman or Vice Chairman to execute the Agreement, Amendment #2, and all related documents required to complete the transfer of the property, including any actions that may be required of the County Attorney's Office.

[Funding: Not Applicable]

BACKGROUND:

On June 2, 2011, the Board approved the Special Needs Housing Rental Development Agreement (Transitional Housing) with with CEII, PFC, and ECOH for utilization of HOME Investments Partnerships Program (HOME) funds and State Housing Initiatives Partnership (SHIP) Program funds to construct a twelve unit transitional housing facility for homeless individuals (Exhibit I). CEII sponsored and developed the facility and has continued to operate the development jointly with PFC for the intended purpose since

initial occupancy in compliance with the original Agreement and Mortgage and Note related to the development (see **Exhibit II** for copy of recorded Mortgage). CEII and PFC now wish to convey ownership of the development to PFC, who will assume ownership of the property and maintain all programmatic obligations under the HOME/SHIP Programs.

The Termination of Sublease and Assumption of Indebtedness and Consent to Said Termination and Assumption Agreement (Exhibit III) will terminate CEII's sublease agreement with CEII and gives consent from the County for PFC to purchase CEII's leasehold interest in the property and assume the County HOME/SHIP loan obligations. Amendment #2 to the Special Needs Housing Rental Development Agreement (Exhibit IV) provides for transition of the property and all associated responsibilities from CEII to PFC, and continues the County related property use monitoring functions currently managed by the Neighborhood Enterprise Division.

BUDGETARY IMPACT:

No County expenditures are involved in this transaction. Any recording or property transfer fees that arise will be paid by Pathways for Change and/or CEII.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Termination of Sublease and Assumption of Indebtedness and Consent to Said Termination and Assumption Agreement and Amendment #2 to the Special Needs Housing Rental Development Agreement is subject to final review and signoff.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Previously approved formal Agreements that are substantially revised or reconstituted require approval of the Board.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, implementation of the Agreement Amendment will be coordinated with CEII and PFC. Neighborhood Enterprise Division (NED) will oversee the process with the assistance of the County Attorney's Office to the extent necessary. NED will continue with the monitoring of the Project for rents, income limits, and occupancy requirements.

Attachments

Ex I-6-2-11 BCC Agenda

Ex II-Clinton Cox HOME SHIP Mortgage

Ex III-Termination of Sublease

Ex IV-Amendment Clinton Cox

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued7. Rebate to NFCU ►

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried 4-0, with Commissioner Robertson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), approving a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Ordinance 2007-56 and approved by the Board on September 16, 2010; NFCU has completed year two of the criteria established as noted in the Economic Development Agreement dated April 2, 2009 (funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations).

10. Special Needs Housing ►

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried 4-0, with Commissioner Robinson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), taking the following action concerning the Escambia Consortium HOME Investment Partnership Act (HOME) and State Housing Initiatives Partnership (SHIP)-supported 12-unit Transitional (Rental) Housing Development Agreement for the facility to be known as the Clinton Cox Residence (Funding: Fund 147/2007 and 2009 HOME, Cost Centers 220500 and 220408, and Fund 120/2010 SHIP, Cost Center 220430):

- A. Approving the *Special Needs Housing Rental Development Agreement (Transitional Housing)* with Community Enterprise Investments, Inc. (CEII), Pathways for Change, Inc. (Pathways), and EscaRosa Coalition on the Homeless, Inc. (ECOH), formally committing \$490,000, comprised of \$355,000 in HOME Community Housing Development Organization (CHDO) set-aside funds and \$135,000 in SHIP funds, to financially support the cost of constructing a 12-unit transitional housing facility, including nine HOME set-aside units, to be known as the Clinton Cox Residence, on property controlled by CEII and Pathways, through a 50-year Lease from Baptist Health Care Corporation, located on Blount Street just east of Pace Boulevard (Parcel Reference #302S301001001030), in accordance with the long-term occupancy requirements of the HOME and SHIP Programs; and

(Continued on Page 26)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued...

- B. Authorizing the Chairman to execute the *Special Needs Housing Rental Development Agreement (Transitional Housing)* and all related documents required to fully implement the Agreement and to complete all provisions thereof.

For Information: The Board heard Commissioner Young disclose that she serves on the CEII Board and is involved with Baptist Hospital; however, because she is not paid for this service, she is not precluded from voting on this issue.

11.



(

EXHIBIT II

*Rec. 95.00
D/S 1,900.00
P/T 1,100.00*

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING TO BE
RETURNED TO:**
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523
(904) 458-0466

**ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY**

**MORTGAGE AND SECURITY AGREEMENT
(CLINTON COX RESIDENCE/HOME-SHIP)**

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this
12 day of August, 2013, between the Mortgagor, **COMMUNITY ENTERPRISE
INVESTMENTS, INC.**, a Florida not-for-profit corporation (herein sometimes "Borrower"), and the
Mortgagee, **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, 223 Palafox Place,
Pensacola, Florida 32597, (hereafter referred to as "Mortgagee").

W I T N E S S E T H :

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the
principal sum of Five Hundred Forty One Thousand Nine Hundred Ten Dollars and No Cents
(\$541,910.00), comprised of \$406,910.00 in 2007 and 2009 HOME Investment Partnership
Act (HOME) Program funds and \$135,000.00 in State Housing Initiatives Partnership
("SHIP") Program funds, which Indebtedness is evidenced by Borrower's Note of even date
herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower
hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge
and set over unto Mortgagee and the successors, successors in title, and assigns of Mortgagee all of
the following land and interest in land, estates, easements, rights, improvements, personal property,
fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to
individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the
County of Escambia, State of Florida, described as follows:

See Exhibit "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets,
ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees

and other emblements now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

1.03 INDEBTEDNESS. This Mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by Mortgagee to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Mortgagee, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

1.04 SUBORDINATION OF MORTGAGE. Mortgagee acknowledges that the property is subject to a first mortgage in favor of Florida Community Loan Fund in the amount of \$396,473.00, dated June 28, 2013, recorded on July 2, 2013, in Official Record Book 7040 at Page 509; all recording references being to the public records of Escambia County, Florida; and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Borrower shall pay the Note according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Mortgagee such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Mortgagee may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Note, the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Mortgagee may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Mortgagee will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanic's, materialmen's, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, once the improvements are completed, without the written consent of Mortgagee. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof, except as may be required in the course of constructing improvements as approved by the Mortgagee.

C. If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Mortgagee.

D. Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the Mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes or this Mortgage; or

F. Any representation or warranty of Borrower relating to the this Mortgage, the Note, or Borrower's Agreement with Escambia County dated June 2, 2011, providing terms and conditions for the provision of rental development assistance through the Escambia Consortium HOME Investment

Partnerships Program ("HOME") and the State Housing Initiatives Partnership Program (SHIP), this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. Failure of Borrower to comply with long-term affordability requirements associated with the HOME Investment Partnerships Act, 24 CFR Part 92 and accompanying rules of the State Housing Initiatives Partnership Program (SHIP), specifically with regard to continuing occupancy of HOME and/or SHIP assisted units by eligible low income families, compliance with monthly HOME maximum rent controls delineated as follows: CEII, in its role as developer and manager of the transitional housing units produced hereunder for the benefit of Pathways for Change, inc. (Pathways), shall at all times, beginning with initial occupancy through the full duration of this Agreement, ensure that the resident (tenant) occupancy, unit lease/rental rates, and minimum housing quality standards are maintained for all of the SHIP and HOME assisted units located on the property described in Exhibit A. CEII shall closely coordinate with Pathways and shall reserve said units for occupancy by eligible persons who are case manage by Pathways. The minimum standards which must be attained at initial lease-up and sustained thereafter are:

SHIP-Assisted Units:

100% of the rental units (or 12) shall be deemed SHIP assisted units and shall be occupied by persons (or families) who have adjusted incomes that do not exceed 120% of the Pensacola MSA median income adjusted for family size. Such units shall have monthly rents which shall not exceed the Fair Market Rent for the Pensacola Metropolitan Area, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated by the U. S. Department of Housing and Urban Development.

HOME-Assisted Units:

As denoted above, 100% (or 12) of the units provided through the Project shall be deemed SHIP assisted. Additionally, of the 12 units, nine (9) shall be deemed HOME-assisted rental units, and shall require the dual application of rent, occupancy and tenant income restrictions imposed by the governing regulations of the Federal HOME Program, generally denoted as follows:

- (a) 100% of the HOME assisted rental units (9 units) shall be occupied by families who have annual adjusted incomes that are at or below 50% of the Pensacola MSA median income adjusted for family size. Such units shall have monthly rents which are the lessor of either: the Low HOME Rent for existing housing minus any tenant paid utilities, or 30% of adjusted income for households at 50% of Pensacola MSA median income minus tenant paid utilities (the 50% Rent). The initial HOME rents for families below 50% of median (the 50% Rent) and the Low HOME Rents shall be as provided in the Clinton Cox Residence Development Agreement dated June 2, 2011, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated by HUD.
- (b) In instances where any utilities are paid for by the tenant, CEII shall be required to utilize the City of Pensacola's Section 8 Existing Housing Allowances for Tenant-Furnished Utilities and Other Services in calculating the adjusted (reduced) HOME rents for the respective unit(s).

Maximum monthly HOME rents shall be in accord with low and high HOME rent levels, adjusted for tenant paid utilities, as promulgated and periodically updated by HUD.

H. The filing by Borrower (or any maker, endorser or guarantor of the Note of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such *maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

I. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or

liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

J. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Mortgagee.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Mortgagee, immediately become due and payable in full without notice or demand, time being of the essence of the Note and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 ENFORCEMENT.

A. If a Default shall have occurred, Mortgagee, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness

shall then be due, and without prejudice to the right of Mortgagee thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.04 ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the indebtedness evidenced by the Note, interest thereon, insurance premiums, taxes and assessments, and all other sums required to be paid by Borrower, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, Borrower does hereby sell, assign, transfer, and set over unto Mortgagee herein all the leases, lease agreements and lease arrangements, together with all rents, dues, profits or income under any written or oral leases of all or any part of the mortgaged premises whether such leases are now in existence or hereafter come into existence during the period this Mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against Borrower herein, or those claiming by, under or through Borrower, from the date of the recording of this instrument. This assignment shall continue to be operative during any foreclosure or any other proceedings taken to enforce this Mortgage, and the collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose the Mortgage in the event of any default by Borrower. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security for the payment of such deficiency. So long as Borrower is not in default, Borrower shall be entitled to collect said rents, in the manner provided in paragraph 1.04, above, without the necessity of Court appointment of a receiver.

3.05 APPOINTMENT OF RECEIVER. In the event that at the beginning of or at any time pending any action upon this Mortgage or to foreclose or reform it or to enforce payment of any claims under it, Mortgagee shall apply to the court having jurisdiction for the appointment of a receiver, the court forthwith shall appoint a receiver of the Premises and singular, including all and singular the income, profits, issues and revenues from whatever source derived, each and every one of which, it being expressly understood, is mortgaged by this instrument as if specifically set forth and described in its granting and habendum clauses, and the receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver. The appointment shall be made by the court as an admitted equity and matter of absolute right to Mortgagee, without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Borrower or the defendant. All rents, profits, incomes, issues and revenues shall be applied by the receiver according to the lien or equity of Mortgagee and the practice of the court, and the appointment of the receiver shall be without notice to any obligor under this Mortgage.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" off any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any

other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Mortgagee shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee. In any such action Mortgagee shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Mortgagee and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Mortgagee" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Mortgagee, as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Mortgagee.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note, this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Mortgagee shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or

"attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name MARGARET T. STOPP

Print Name WILLIAM BYRD

BORROWER:
COMMUNITY ENTERPRISE INVESTMENTS, INC.

BY: Samuel A. Horton

is: Chairman

Print Name: SAM HORTON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of August, 2013, by Samuel A. Horton, who is Chairman of Community Equity Investments Inc., a Florida not for profit corporation, and who has produced _____ as identification) or who is personally known to me.

SEAL



NOTARY PUBLIC

Print Name _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"**CLINTON COX RESIDENCE****Legal Description:**

Commence at the Southeast corner of Block 30, Kupfrian Park, a subdivision of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to a plat recorded in Deed Book 62, at Page 245, of the public records of said county; thence run North 89 degrees 42 minutes 13 seconds West along the South line of said Block 30, being also the North right-of-way line of Blount Street (55' R/W), a distance of 125.00 feet to the Point of Beginning; thence continue North 89 degrees 42 minutes 13 seconds West along the South line of said Block 30 and North right-of-way line of Blount Street, a distance of 174.74 feet to the Southwest corner of said Block 30; thence run South 00 degrees 05 minutes 34 seconds East along the Southerly projection of the East right-of-way line of the vacated 'L' Street right-of-way, a distance of 27.50 feet to an intersection with the centerline of the vacated Blount Street right-of-way (55' R/W); thence run North 89 degrees 42 minutes 13 seconds West along said centerline, a distance of 27.41 feet to an intersection with the centerline of the vacated 'L' Street right-of-way (R/W width varies); thence run North 00 degrees 05 minutes 34 seconds West along the centerline of the vacated 'L' Street right-of-way, a distance of 183.81 feet to an intersection with the Southerly right-of-way of the realignment of Blount Street (80' private R/W); thence run North 47 degrees 47 minutes 03 seconds East along said Southerly right-of-way line, a distance of 114.67 feet to a point of curvature; thence continue Northeasterly along said Southerly right-of-way line on the arc of a curve to the right, a distance of 130.83 feet (said curve having a radius of 196.71 feet, a central angle of 38 degrees 06 minutes 22 seconds, a chord of 128.43 feet and a chord bearing of North 66 degrees 50 minutes 14 seconds East); thence run South 00 degrees 07 minutes 16 seconds West, a distance of 284.93 feet to the Point of Beginning.

Together with an easement described as follows:

Commence at the Southeast corner of Block 30, Kupfrian Park, a subdivision of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to a plat recorded in Deed Book 62, at Page 245, of the public records of said county; thence run North 89 degrees 42 minutes 13 seconds West along the South line of said Block 30, being also the North right-of-way line of Blount Street (55' R/W), a distance of 125.00 feet; thence run North 00 degrees 07 minutes 16 seconds East, a distance of 284.93 feet to the Point of Beginning; thence continue North 00 degrees 07 minutes 16 seconds East, a distance of 13.59 feet to an intersection with a thirty inch concrete curb; thence run South 89 degrees 18 minutes 02 seconds West along the edge of said curb, a distance of 20.39 feet; thence continue Southwesterly along the edge of said curb on the arc of a curve to the left, a distance of 96.42 feet (said curve having a radius of 144.77 feet, a central angle of 38 degrees 09 minutes 38 seconds, a chord of 94.65 feet and a chord bearing of South 67 degrees 45 minutes 46 seconds West); thence run South 48 degrees 02 minutes 46 seconds West along the edge of said curb, a distance of 127.83 feet; thence depart said curb and run South 00 degrees 05 minutes 34 seconds East, a distance of 19.63 feet to an intersection with the Southerly right-of-way of the realignment of Blount Street (80' private R/W); thence run North 47 degrees 47 minutes 03 seconds East along said Southerly right-of-way line, a distance of 114.67 feet to a point of curvature; thence continue Northeasterly along said Southerly right-of-way line on the arc of a curve to the right a distance of 130.83 feet to the Point of Beginning (said curve having a radius of 196.71 feet, a central angle of 38 degrees 06 minutes 22 seconds, a chord of 128.43 feet and a chord bearing of North 66 degrees 50 minutes 14 seconds East).

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Terms and conditions of the Memorandum of Ground Lease recorded in Official Records Book 6795, Page 1724 as amended by Amended Memorandum of Ground Lease recorded in Official Records Book 7040, Page 494; together with Memorandum of Sublease recorded in Official Records Book 6998, Page 1064 as amended by Amended Memorandum of Sublease recorded in Official Records Book 7040, Page 504.
2. Leasehold Mortgage and Security Agreement by Community Enterprise Investments, Inc., a Florida not-for-profit corporation, in favor of Florida Community Loan Fund, Inc., a Florida not-for-profit corporation, dated June 28, 2013, recorded July 2, 2013, in Official Records Book 7040, Page 509, of the Public Records of Escambia County, Florida, in the original principal amount of \$396,473.00.
3. Assignment of Rents and Leases recorded in Official Records Book 7040, Page 527, of the Public Records of Escambia County, Florida.
4. State of Florida Uniform Commercial Code Financing Statement Form recorded in Official Records Book 7040, Page 532, of the Public Records of Escambia County, Florida.
5. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
6. Any claim that any portion of the Insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
7. The survey prepared by Jehle-Halstead, Inc., dated September 8, 2010, last revised June 18, 2013 and identified as Job No. 100057.S000 depicts vacant land.

PREPARED BY:
Alan B. Bookman, of
EMMANUEL, SHEPPARD & CONDON
30 S. Spring Street
Pensacola, FL 32502
File No.: 06014-140014

**TERMINATION OF SUBLEASE AND ASSUMPTION OF INDEBTEDNESS AND
CONSENT TO SAID TERMINATION AND ASSUMPTION AGREEMENT**
(CLINTON COX RESIDENCE/HOME-SHIP)

THIS TERMINATION OF SUBLEASE AND ASSUMPTION OF INDEBTEDNESS AND CONSENT TO SAID TERMINATION AND ASSUMPTION AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between Community Enterprise Investments, Inc., a Florida non-profit corporation (hereinafter referred to as "CEII"), Pathways for Change, Inc., a Florida non-profit corporation (hereinafter referred to as "Pathways") and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County") is effective on the date the last of the parties affixes its hand and seal hereto.

WHEREAS, CEII, as Sublessee, entered into that certain Sublease Agreement dated June 15, 2011 (hereinafter referred to as "Sublease") with Pathways, as Sublessor, which Sublease is evidenced by that Memorandum of Sublease recorded in Official Records Book 6998 at Page 1064, as amended by that certain Amended Memorandum of Sublease, dated June 28, 2013 recorded in Official Records Book 7040 at Page 504, all in the public records of Escambia County, Florida, whereby Pathways subleased to CEII and CEII subleased from Pathways that real property described in Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "Property"); and

WHEREAS, CEII executed and delivered to the County, that Promissory Note dated August 12, 2013 in the original principal amount of \$541,910.00 made payable to the Escambia Consortium HOME Investment Trust Fund ("Note") as well as that Mortgage and Security Agreement dated August 12, 2013, recorded in Official Records Book 7062 at Page 1863, of the Public Records of Escambia County, Florida ("Mortgage") securing the Note and encumbering the Property as collateral for said Note (said Note and Mortgage are collectively referred to herein as the "County Loan"); and

WHEREAS, CEII and Pathways desire to terminate said Sublease; and

WHEREAS, CEII desires to be relieved of the financial and other obligations under the Note and Mortgage; and

WHEREAS, Pathways desires to purchase the subleasehold interest held by CEII and assume the financial and other obligations under the County Loan and acknowledges that the principal of the Note is \$541,910.00 and the unpaid balance as of August 31, 2017 is \$433,528.00; and

WHEREAS, Pathways and CEII have requested the County consent to the termination of the Sublease, consent to the release of liability of CEII under the County Loan and consent to the purchase of the leasehold interest of CEII and assumption by Pathways of the financial and other obligations under the County Loan; and

WHEREAS, County is desirous of consenting to the termination of the Sublease and consenting to the release of liability of CEII under the County Loan provided Pathways assumes all of the financial and other obligations under the County Loan.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CEII, Pathways and the County agree as follows.

1. The preamble hereto is true and correct and is incorporated hereinafter as if more fully set forth.
2. At closing on Pathways purchase of the subleasehold interest of CEII, CEII and Pathways will execute a Termination of Sublease and record said termination in the public records of Escambia County, Florida. The cost of said recording, together with any other costs arising from this Agreement, shall be paid by Pathways.
3. Pathways does agree to and by these presents does hereby assume all financial and other obligations under the County Loan as if Pathways was the original obligor thereunder. At closing on Pathways purchase of the subleasehold interest of CEII, Pathways shall execute and convey to the County a note and mortgage for the balance due on the County's loan, together with a mortgagee's policy of title insurance, at which time the original note and mortgage from CEII to the County shall be satisfied and cancelled. Simultaneously with the closing, the parties shall execute a Second Amendment to that certain Special Needs Rental Development Agreement among the parties dated June 2, 2011, that redefines their rights and obligations with respect to the Clinton Cox residence project.
4. The County does hereby agree and consent to the termination of the Sublease and the assumption of the financial and other obligations by Pathways under the County Loan.
5. Upon receipt of the note, mortgage, and mortgagee's policy of title insurance from Pathways, the County does hereby fully release and forever discharge CEII and its predecessors, successors, assigns, officers, managers, directors, shareholders, employees, agents, attorneys, representatives, parent corporations, subsidiaries, and affiliates (collectively referred to as "Affiliates") of and from any and all financial and other obligations under or arising by virtue of the County Loan.

IN WITNESS WHEREOF, the above parties have executed the foregoing instrument effective as of the _____ day of _____, 2017.

ESCAMBIA COUNTY, a political
subdivision of the State of Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

**COMMUNITY ENTERPRISE
INVESTMENTS, INC.,**
a Florida non-profit corporation

By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Community Enterprise Investments, Inc., a Florida non-profit corporation, on behalf of the corporation, who personally appeared before me and who is personally known to me or who has produced _____ as identification.

Notary Public for the State of Florida

[NOTARY SEAL]

PATHWAYS FOR CHANGE, INC.,
a Florida non-profit corporation

By: _____
Cheryl Swanson
Its: President

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Cheryl Swanson, as President of Pathways for Change, Inc., a Florida non-profit corporation, on behalf of the corporation, who personally appeared before me and who is personally known to me or who has produced _____ as identification.

Notary Public for the State of Florida

[NOTARY SEAL]

AMENDMENT #2
Special Needs Housing Rental Development Agreement
(Transitional Housing)

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2017, by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, ("County"), FID #59-6000598, **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a non-profit corporation organized under the laws of the State of Florida, ("CEII" and "Developer"), FID #591586520, **PATHWAYS FOR CHANGE, INC.**, a non-profit corporation organized under the laws of the State of Florida, ("Pathways"), FEIN #900591724, and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a non-profit corporation organized under the laws of the State of Florida ("ECOH"), FID #592909065, for the express purpose of amending the Special Needs Housing Rental Development Agreement ("Agreement") among the parties for development and operation of a transitional housing project for homeless or formerly homeless persons known as the Clinton Cox Residence (the "Project").

WITNESSETH:

WHEREAS, on June 2, 2011, the parties entered into the Agreement for the purpose of implementing the Project; and

WHEREAS, the parties wish to further amend the Agreement to accommodate the sale and purchase of the subleasehold interest in the Project held by CEII to Pathways, to update and clarify the responsibilities of the parties under the Agreement, and to otherwise revise the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County, CEII, Pathways and ECOH hereby agree to amend the Agreement as follows:

1. Upon closing of the sale and purchase of the subleasehold interest in the Project held by CEII to Pathways, all rights and responsibilities of CEII under the Agreement shall be transferred to and assumed by Pathways.
2. References in the Agreement to the Neighborhood Enterprise Foundation, Inc. (NEFI) are revised to show the Escambia County Neighborhood Enterprise Division, with the contact information in Section 1.1 updated to:

Meredith Reeves, Division Manager
 Neighborhood Enterprise Division
 Neighborhood and Human Services Department
 Escambia County
 221 Palafox Place, Suite 200
 Pensacola, Florida 32502

Phone: (850) 595-0022, ext. 3
Fax: (850) 595-0342
E-Mail: mareeves@myescambia.com.

3. To facilitate data collection for the Homeless Management Information System referenced in Articles II and IV of the Agreement, Pathways shall provide to ECOH monthly reports of clients who receive services through the Project.

4. The maximum income and rent limitations found in Exhibit VII to the Agreement are revised to those shown in the Exhibit VII attached to this Second Amendment. Subsequent revisions to Exhibit VII shall be made without further amendment to the Agreement upon publication of the annual update to the maximum income and rent limitations by the U.S. Department of Housing and Urban Development.

5. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

6. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

ESCAMBIA COUNTY, a political subdivision of
the State of Florida, acting by and through its
duly authorized BOARD OF COUNTY
COMMISSIONERS

D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court Date: _____

Deputy Clerk

(SEAL)

BCC Approved: _____

Community Enterprise Investments, Inc., a
Florida non-profit corporation

By: _____, President

ATTEST:

Corporate Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of
_____, 2017, by _____ who is President of Community
Enterprise Investments, Inc., a Florida non-profit corporation, on behalf of the
corporation. He/She is personally known to me, or (___) produced current
_____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Pathways for Change, Inc., a Florida non-profit corporation

By: _____, President

ATTEST:

Corporate Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ who is President of Pathways for Change, Inc., a Florida non-profit corporation, on behalf of the corporation. He/She is personally known to me, or (___) produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

The EscaRosa Coalition on the Homeless, Inc.,
a Florida non-profit corporation

By: _____, President

ATTEST:

Corporate Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ who is President of The EscaRosa Coalition on the Homeless, Inc., a Florida non-profit corporation, on behalf of the corporation. He/She is personally known to me, or () produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Exhibit VII MAXIMUM INCOME AND RENT LIMITATIONS

SECTION A 2017 INCOME GUIDELINES (SHIP Effective Date: April 14, 2017; HOME Effective Date: June 15, 2017)

# PERSONS IN FAMILY	50% AREA MEDIAN INCOME (AMI)	80% OF MEDIAN
1	\$21,700	\$34,750
2	24,800	39,700
3	27,900	44,650

**For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD

SECTION B MAXIMUM RENT LIMITS

The maximum Affordable Rental shall conform to the lower of the Fair Market Rent (FMR) or the High HOME Rent as published annually by the U.S. Department of Housing and Urban Development for tenants at or below 80% of median income and shall conform to the 50% Rent Limit (the Low HOME rent) for tenants at or below 50% of median income (adjusted for tenant paid utilities). Maximum Rents are stipulated in the table below. The current 2017 rents for the Pensacola MSA are:

U.S. DEPARTMENT OF HUD 04/2017
STATE: FLORIDA

		----- 2017 HOME I	
PROGRAM	EFFICIENCY	1 BR	2 BR
Pensacola-Ferry Pass-Brent, FL MSA			
LOW HOME RENT LIMIT	542	581	697
HIGH HOME RENT LIMIT	741	749	897
For Information Only:			
FAIR MARKET RENT	741	749	897
50% RENT LIMIT	542	581	697
65% RENT LIMIT	771	828	994



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13110

County Administrator's Report 11. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

Issue: Hold Harmless and Indemnification Agreement for Winterfest of Pensacola , Inc.

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Hold Harmless and Indemnification Agreement for Winterfest of Pensacola, Inc. - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement with Winterfest of Pensacola, Inc., to use both plaza entrances into the Ernie Lee Magaha Government Building, located at 221 Palafox Place, and the main entrance and basement of the Escambia County Old Courthouse building, located at 223 Palafox Place, during the Pensacola Winterfest Event on the following dates: November 17th-19th, November 24th-26th, December 1st-3rd, December 8th-10th, and December 15th-24th, 2017.

BACKGROUND:

In order to use the County's facilities/property, a Hold Harmless and Indemnification Agreement is prepared with the Agency(s) that are requesting the use. Winterfest of Pensacola, Inc., has requested the use of the plaza entrances leading into the Ernie Lee Magaha Government Building, located at 221 Palafox Place, and the entrance and basement of the Escambia County Old Courthouse, located at 223 Palafox Place, on the following dates: November 17th-19th, November 24th-26th, December 1st-3rd, December 8th-10th, and December 15th-24th. Winterfest of Pensacola, Inc., has provided proof of insurance, and Robert Dye, Risk Manager, has signed off on the insurance as being sufficient to meet the County's insurance requirements.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was written and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Winterfest of Pensacola, Inc., will work with Robert Dye, Interim Director of Facilities Management, and the County Administrator's Office to coordinate putting up and taking down the Christmas decorations.

Attachments

Winterfest Agreement

WF17 Calendar Flyer

WF17 Calendar Back

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Winterfest of Pensacola, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Winterfest"), FEI/EIN Number 20-1079497, whose principal address is 226 East Intendencia Street, Pensacola, Florida 32502.

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the County and Winterfest hereby 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. Use of Premises.** Subject to the terms and conditions set forth herein, Winterfest shall be permitted to use the exterior of the plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place, (hereinafter collectively referred to as the "Premises") during the **Pensacola Winterfest Event** occurring on the following dates: November 17-19th and 24-26th, 2017; and December 1-3rd, 8-10th, and 15-24th, 2017 (hereinafter referred to as the "Event").
- 3. General Requirements.**
 - (a)** At the discretion of the County, Winterfest may be required to provide security and/or police protection during the Event. Said protection shall be at the sole expense of Winterfest and shall be subject to the approval of the County Administrator.
 - (b)** Winterfest agrees to operate as independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of Winterfest's use of the Premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold Winterfest solely liable, to the exclusion of the County, for any expense, damage or liability arising out of Winterfest's use of the Premises.
 - (c)** Any decorations or other arrangements on the Premises must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the County Administrator, or designee, prior to installation.
 - (d)** Nothing in the Agreement shall be construed as making Winterfest an agent or employee of the County or as creating a relationship of a partnership or a joint venture between Winterfest and County.
 - (e)** Winterfest may not sublet, sublease, or assign any right or interest held by them under the terms of this Agreement without the written approval of County.
 - (f)** Winterfest shall restore the Premises to its original condition before leaving the

Premises. At the County's discretion, Winterfest must agree to restore or pay the cost of restoring the Premises to its original condition, less depreciation occasioned by normal usage.

- (g) No alcoholic beverages will be permitted on the Premises.
- (h) The County, its employees, and/or agents shall not be responsible for any items left on the Premises by Winterfest prior to, during, or after the Event.
- (i) Any and all activities conducted on the subject Premises must comply with all applicable fire laws, will be subject to the prior approval and to prior inspection by the County pursuant to the Escambia County Code of Ordinances, and must comply with any applicable state laws.
- (j) Winterfest shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject Premises, and to that end, Winterfest shall not be deemed an agent of the County. Winterfest shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the Premises. Further, Winterfest shall take prompt action where loss control/safety measures would be reasonably expected.

4. Hold Harmless. Winterfest agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its elected and appointed officials, employees, volunteers, representatives and agents from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to Winterfest's use or possession of the Premises for the Event. Winterfest'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.

5. Insurance. For all activities conducted on the Premises, Winterfest shall obtain the following insurance coverage:

- a) General Liability Coverage, 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 coverage 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 §440.02(13)(d) and §440.10(1)(g), Florida Statutes. Winterfest shall also purchase any other coverages required by law for the benefit of employees.
- d) Winterfest agrees that all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be rated as "A" or other Secure

Best Rating with a Financial Size Category VII according to latest edition of the A.M. Best Key Rating Guide.

- e) Winterfest shall require, and shall be responsible for assuring throughout the term of the Agreement, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- f) 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.
- g) These insurance requirements shall not limit the liability of Winterfest. The foregoing coverage requirements are merely minimums, and the County does not represent that these types or amounts of insurance will be sufficient or adequate to protect Winterfest's interests or liabilities.
- h) The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all of Winterfest's liability insurance policies (excluding professional liability and workers' compensation insurance policies).
- i) The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change.
- j) Winterfest hereby waives its right of recovery against the County, to the extent permitted by its insurance policies.
- k) Insurance required of Winterfest or any other insurance of Winterfest shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims or obligations, which arise out of this Agreement.
- l) Evidence/Certificates of Insurance:

1. 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.

2. New Certificates of Insurance are to be provided to the County at least thirty (30) days prior to coverage renewals. Failure to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.

3. Certificates should contain the following additional information:

- a) Indicate that Escambia County is an additional insured on the general liability policy;

- b) Disclose any self-insured retentions in excess of \$1,000.00;
- c) Designate Escambia County as the certificate holder as follows:

Escambia County Board of Commissioners
Attention:
Risk Manager
P.O. Box 1591
Pensacola, FL 32597-1591; and

- d) Indicate that the County shall be notified at least thirty (30) days in advance of cancellation.

m) 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 Winterfest's obligation to fulfill the insurance requirements herein.

n) If requested by the County, Winterfest shall furnish complete copies of the insurance policies, forms and endorsements, and/or such additional information with respect to insurance as may be requested.

6. **Records.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended, and agree to be governed by it to the extent required by law.

IF WINTERFEST 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**

7. All Prior Agreements Superseded.

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or

conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9. Survival. All other provisions, which by their inherent character, sense, and context, are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

11. 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 Winterfest 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, Winterfest shall immediately notify County and request clarification of the Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

12. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

13. Compliance with Laws. Winterfest shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Winterfest shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

14. 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.

15. No Waiver. The failure of either 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.

16. **Assignment.** This Agreement shall not be assigned nor shall the Premises be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.

17. **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

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: _____, 2017

WINTERFEST OF PENSACOLA, INC.

Corporate Secretary

By: _____
Denise Daughtry, President

Date: _____, 2017

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. Duval
Date: 10/12/17

The 2017 Winterfest Holiday Calendar

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sunday Nov. 19						Nov. 18 Santa's Sleigh Drawing Contest & Photo Party!
						
 Nov. 26						
 Dec. 3						
 Dec. 10						
 Dec. 17						
 Dec. 24						
	 Dec. 18	 Dec. 19	 Dec. 20	 Dec. 21	 Dec. 22	 Dec. 23
						

To purchase tickets and for more information, visit Pensacolawinterfest.org

New for 2017:
The Winterfest Express Train will run on each of the 21 dates that Santa Claus is in his sleigh for visits and photos!

Make plans now to bring holiday magic to your Christmas season with Winterfest!

Winterfest 2017 SPECIAL EVENTS



Trolley Performance Tours

Visits with Santa at Santa Plaza and Reindeer Plaza also open on Trolley Performance Tour dates

Nov. 19, 24, 25,
Dec. 1, 2, 8, 10, 15, 16 & 17

- * Singing conductors welcome guests aboard vintage trolleys for a one-hour journey full of Christmas magic (*ticketed event*).
- * Over 17 stops feature favorite holiday characters, such as the Peanuts gang, Elvis, the Grinch, Scrooge, the Island of Misfit Toys, living Nativity, Papa Noel, and more!
- * Actors and singers board the trolleys and interact with guests at all of the stops.
- * Elaborate outdoor sets with all of the singing and dancing at each stop easily viewed through the trolley's large windows
- * At Reindeer Plaza guests dance and play games with Santa's reindeer, plus join in singing with Christmas Karaoke – **Free!**
- * A life-size gingerbread house offers cookies, popcorn and hot chocolate.



Nov. 18: Santa's Sleigh Drawing Contest & Photo Party

Entries to children's drawing contest earn FREE photos with Santa

Nov. 24: Elf Parade & Opening Ceremony

Kids of all ages dress as Santa's elves and join the parade, followed by a FREE musical performance with favorite Christmas characters!

Dec. 2: Santa's Puppy Party

Santa's arranged for adorable puppies to be available for adoption!

Visits with Santa at Santa Plaza

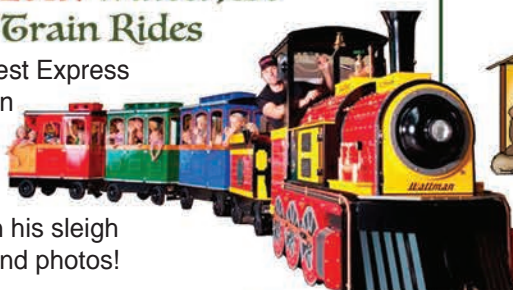
Opens Nov. 18 for the first of 21 dates, including all Tour dates

Nov. 18, 19, 24, 25, 26,
Dec. 1, 2, 3, 8, 9, 10, 15, 16,
17, 18, 19, 20, 21, 22, 23 & 24

- * Children can draw a picture of Santa to display in our "gallery," plus make their Christmas lists and personally deliver them to Santa—**Free!**
- * Families and children can gather 'round to enjoy Christmas storytime—**Free!**
- * Santa will be welcoming children to sit in his sleigh and share their Christmas dreams—**Free!**
- * Children of all ages will delight in the realistic snowfall—**Free!**
- * Photographers will be available to create an affordable keepsake photo of your child in the sleigh with Santa!

New for 2017! Winterfest Express Train Rides

The Winterfest Express Train will run on each of the 21 dates that Santa is in his sleigh for visits and photos!



New for 2017! Trolley Mini-Tours

Visits with Santa at Santa Plaza also open on Trolley Mini-Tour dates

Dec. 18, 19, 20, 21,
22, 23 and 24



* Polar Express Trolley Mini-Tour:

Experience the thrill of the Polar Express in this half-hour trolley ride (*ticketed event*).
Dec. 18, 19, 20, 21, 22, 23 & 24



* Grinch Trolley Mini-Tour:

Watch out! The Grinch is trying to steal Christmas! Be part of the fun on this half-hour trolley ride (*ticketed event*).
Dec. 18, 19, 20, 21, 22 & 23



* Living Nativity Trolley Mini-Tour:

Feel the wonder of the very first Christmas with this memorable half-hour trolley ride (*ticketed event*). Dec. 24 only.

To purchase tickets for Trolley Performance Tours and Trolley Mini-Tours, visit

Pensacolawinterfest.org

For further information, call 850-583-1365.



Pensacola Winterfest has been named the #1 Christmas Event in Florida (Florida Travel + Life), one of the Top 20 Events in the Southeast US (Southeast Tourism Society) and was a key reason that Pensacola was named by Expedia as one of the top 25 cities in the U.S. for Christmas festivities.

To find out more, visit PensacolaWinterfest.org





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13111

County Administrator's Report 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/19/2017

Issue: Approve the Hold Harmless and Indemnification Agreement for the Winterfest Fireworks Exhibition

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Hold Harmless and Indemnification Agreement for the Winterfest Fireworks Exhibition - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement with Winterfest of Pensacola, Inc., and Pyrotecnico Fireworks, Inc., for the Winterfest Fireworks Exhibition that will be held on Friday, November 24, 2017, for the arrival of Santa Claus. Pyrotecnico Fireworks, Inc., will use the 5th floor of the Intendencia Street Parking Garage for the Winterfest Fireworks Exhibition.

BACKGROUND:

Winterfest of Pensacola, Inc., received a grant from Visit Pensacola to provide a fireworks show for the arrival of Santa Claus. The fireworks exhibition will happen on Friday night, November 24, 2017. Immediately after the fireworks show, the downtown Christmas lights will be turned on.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement was written and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Robert Dye, Interim Director of Facilities Management, along with the County Administrator's Office, will coordinate access to the 5th Floor of the Intendencia Street Parking Garage for Pyrotecnico Fireworks, Inc.

Attachments

Agreement Winterfest Fireworks Exhibition

Fireworks Plan

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR
THE WINTERFEST FIREWORKS EXHIBITION**

THIS AGREEMENT is made and entered into by and between **Escambia County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and **Winterfest of Pensacola, Inc.** (hereinafter referred to as "Sponsor"), a non-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 20-1079497, whose principal address is 226 East Intendencia Street, Pensacola, Florida 32502, and **Pyrotecnico Fireworks, Inc.**, a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 299 Wilson Road, New Castle, PA 16103 (each being at times referred to as "Party" or Parties").

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Contractor shall hold harmless the County and the Sponsor, their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, liability and expenses including costs and attorneys' fees incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of the **Winterfest Fireworks Exhibition** ("Fireworks Exhibition") at the Intendencia Street Parking Garage (Fifth Floor) located on the corner of Baylen Street and Intendencia Street commencing on Friday, November 24, 2017, at approximately 5:30 p.m., CST. 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.
2. (a) The Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County, both of which shall be done only if and when requested by County, for all claims as described in the Paragraph 1, above. Such payment on behalf of County shall be in addition to any and all other legal remedies available to County and shall not be considered to be its exclusive remedy.

(b) The Contractor agrees to pay on behalf of the Sponsor, as well as provide a legal defense for it, both of which shall be done only if and when requested by Sponsor, for all claims as described in the Paragraph 1, above. Such payment on behalf of the Sponsor shall be in addition to any and all other legal remedies available to the Sponsor and shall not be considered to be its exclusive remedy.
3. a) In order to ensure the Hold Harmless and Indemnification Agreement provisions set forth above, the Contractor shall obtain the following insurance coverage:

1. General Liability Coverage, 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.
 2. Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 3. Florida statutory workers' compensation coverage 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 §440.02(13)(d) and §440.10(1)(g), Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.
- b) The Contractor agrees that all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be rated as "A" or other Secure Best Rating with a Financial Size Category VII according to latest edition of the A.M. Best Key Rating Guide.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all of Contractor's liability insurance policies (excluding professional liability and workers' compensation insurance policies).
 - g) The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal, or adverse change.
 - h) The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.
 - i) 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 or obligations, which arise out of this Agreement.

j) Evidence/Certificates of Insurance:

1. 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.
2. 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.
3. Certificates should contain the following additional information:
 - i. Indicate that Escambia County is an additional insured on the general liability policy.
 - ii. Disclose any self-insured retentions in excess of \$1,000.
 - iii. Designate Escambia County as the certificate holder as follows:

Escambia County Board of Commissioners
Attention:
Robert Dye, Risk Manager
P.O. Box 1591
Pensacola, FL 32597-1591
 - iv. Indicate that the County shall be notified at least 30 days in advance of cancellation.
- k) 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.
- l) 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 insurance as may be requested.
4. The Sponsor shall be responsible for all post-exhibit clean-up of the Fireworks Exhibition site referenced herein and the County properties within the areas south of Intendencia Street, west of Palafox Street, north of Government Street, and east of Baylen Street in Pensacola, Florida. Proper clean-up of County properties shall include, but not be limited to, disposing of all spent explosives and other garbage generated during the course of the subject event.
5. On Monday, November 27, 2017, at 7:30 a.m., C.S.T., the County shall provide roof access to relevant County buildings, and the Sponsor shall be responsible for

conducting necessary post exhibit clean-up of all relevant roof tops, including but not limited to attached gutter systems.

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

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: _____, 2017

SPONSOR:
Winterfest of Pensacola, Inc.

By: _____
Denise C. Daughtry, President

Date: _____, 2017

Corporate Secretary

[SEAL]

CONTRACTOR:
Pyrotecnico Fireworks, Inc.

By: _____
Stephen Vitale, President

Date: _____, 2017

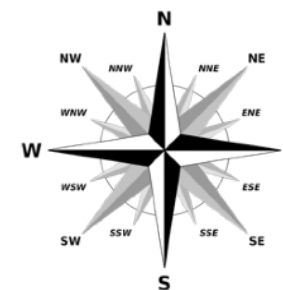
Corporate Secretary

[SEAL]

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 10/12/17



Winterfest of Pensacola

Firework Display & Close
Proximity Site Plan

232 Palafox Place,
Pensacola, FL

30° 24' 35.49" N
87° 12' 56.54" W

December 24, 2017

DRAWN BY:
Erick Bertrand

NOTES:
Site plan is drawn to an
approximate scale using
NFPA 1123, NFPA 1126 or
NFPA 160 as applicable.



 - Audience  - Police
 - Fire  - Closed

150' Safety Fall Out Radius

 - Safety Fall Out Zone

1.5" Maximum Device Per Pyrotechnico 100' Per Inch Policy



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12999

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Contract Extension for PD 13-14.058 Central Energy Plant Contract

From: Robert E. Dye, Interim Facilities Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension on the Central Energy Plant Contract, PD 13-14.058 - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning Contract, PD 13-14.058, for the Central Energy Plant Contract, to Engineered Cooling Systems, Inc.:

A. Approve the first one-year Contract extension, effective October 1, 2017, to Engineered Cooling Systems, Inc.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - \$110,040; and Fund 113, Library Fund, Cost Center 310203, Object Code 54601 - \$10,200]

BACKGROUND:

On June 26, 2014 the Board awarded the Central Energy Plant Contract, PD 13-14.058 to Engineered Cooling System, Inc., for a period of three years, with the option to extend for two additional one-year periods. A Notice to Proceed was issued with a Date of Commencement of October 1, 2014. The three (3) year period expired on September 30, 2017. The Contract Manager is requesting to exercise the first one-year contract extension, effective October 1, 2017. Engineered Cooling System, Inc. has agreed to offer the same terms and conditions with no price increase.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - \$110,040; Fund 113, Library Fund, Cost Center 310203, Object Code 54601 - \$10,200

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL., Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Board has requested that contract extensions be taken back to the Board for approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Contract Extension Backup

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE 2nd Floor

P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.co.escambia.fl.us/purchasing>



PAUL R. NOBLES
Purchasing Manager

September 14, 2017

RE: Contract Agreement Renewal Specification PD 13-14.058, "Central Energy Plant Contract".

Ray Rodriguez, Vice President
Engineered Cooling Services, Inc.
2801 N. Davis Highway
Pensacola, FL. 32503
TEL: (850) 432-7656

Dear Mr. Rodriguez:

The Contract Agreement, "Central Energy Plant Contract, PD 13-14.058", has been successfully executed by both Parties, for the past Forty-eight (48) months.

Escambia County, is presently requesting to extend the present Contract Agreement, for an additional Twelve (12) month period for a total of Forty-eight (48) months, upon the mutual agreement of Both Parties, with the original Terms of the Agreement. The current awarded period on the above referenced contract is due to expire on October 13, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested, or not on extending the contract for Twelve (12) months. I will need the signed letter (original) by returned by mail, and email, not later than 12:00 P.M., CDT, September 21, 2017. If you have any questions, please feel free to call Lester L. Boyd, Purchasing Coordinator, at 595-4944 (fax: 595-4805).

Sincerely,

A handwritten signature in blue ink, appearing to read "Lester L. Boyd".

Lester L. Boyd
Purchasing Coordinator
LLB/llb

Cc: Robert 'Bob' Dye, Acting CFM Director: - (850) 595-3190
William 'Bill' Turner, Division Manager: - (850) 595-3185

I want to extend the current contract PD 13-14.058, "Central Energy Plant Contract, PD 13-14.058 for an additional Twelve (12) months period at the same terms and conditions.

☒ Yes ☐ No Ray Rodriguez 9-14-2017
Signature Date

Ray Rodriguez Executive Vice-President
Printed Name of Signer Title of Signer

Comments: ECS Appreciates the opportunity

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

18. Continued...

E. Continued...

(3) Brian P. Bell, Sr., (Lay Person), Vice President, Commercial Lending – a Centennial Bank; and

F. Authorizing a letter of appreciation to be sent to Mr. James F. Lee, Mr. Victor Wallace, Mr. James "Trice" Dukes, and Mr. James Reynolds expressing the Board's appreciation for their many years of service on the Contractor Competency Board.

II. BUDGET/FINANCE CONSENT AGENDA

2-43. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robertson absent, approving Consent Agenda Items 2 through 43, as follows, with the exception of Item 17, which was held for a separate vote, as amended to strike the word "Interim" in Item 35 (Item 1 was held for a separate vote): ►

1. See Page 50.

2. Authorizing Escambia County to piggyback off of the State Contract #250-000-09-1 for the issuance of a Purchase Order, in the amount of \$71,255.74, for Fiscal Year 2013-2014, for the Court Administration Division, to Technology Integration Group (TIG), Vendor Number 150525, to upgrade the Okaloosa County network and storage system to support the new paperless file system; the system allows the judges to view and manage their Court files electronically; judges will be able to electronically review and search cases, transmit documents to the Clerk, work remotely, and digitally sign orders (Funding Source: Fund 115, Article V Okaloosa Information Technology Fund – 410516/56401).

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-43. Approval of Various Consent Agenda Items – Continued

24. Awarding a Contract, PD 13-14.047, for the Southwest Greenway 3rd Extension, to Birkshire-Johnstone, LLC, in the base bid amount of \$265,291.50 (Funding: Fund 110, Other Grants & Projects Fund, Cost Center 221017, Recreational Trail Southwest Greenway, Object Code 56301 – \$200,000; Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 11NE0878, Object Code 56301 – \$65,291.50).
25. Awarding a Contract, PD 13-14.058, for the Central Energy Plant Contract, to Engineered Cooling Systems, Inc., for a period of three years, with the option to extend for two additional one-year periods, for basic bimonthly services, and add Options 1 and 2, for an annual amount of \$107,400, and approving the *Agreement for Central Energy Maintenance and Repair PD 13-14.058* (Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 – \$100,000; Fund 113, Library Fund, Cost Center 310203, Object Code 54601 – \$7,400).
26. Awarding a Contract, PD 13-14.057, for the GPS-Automatic Vehicle Loading Systems Options APS, and approving the *Agreement for GPS Automatic Vehicle Loading System Options APS for Escambia County Area Transit PD 13-14.057* between Escambia County and Doublemap, Inc., in the amount of \$487,210 (Funding: Fund 320, FTA-Capital Projects, Cost Center 320410, "2009 FTA FL90X701," Object Code 56401 – \$117,666; Fund 320, FTA-Capital Projects, Cost Center 320415, "2010 FTA FL90X728," Object Code 56401 – \$369,544).
27. Approving the *Agreement for Employee Assistance Program Services PD 13-14.019*, between Escambia County, Florida, and Behavioral Health Systems, Inc., in the amount of \$34,000, for a period of 12 months, with an option to extend for two additional 12-month periods, with an effective date of August 1, 2014 (Funding: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53101).
28. Awarding, and authorizing the County Administrator to sign, the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), per the terms and conditions of PD 13-14.038, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, for a lump sum of \$102,400 (Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6127

County Administrator's Report 13. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/26/2014

Issue: Central Energy Plant Contract PD 13-14.058**From:** Amy Lovoy, Department Head**Organization:** OMB**CAO Approval:**

RECOMMENDATION:

Recommendation Concerning the Central Energy Plant Contract, PD 13-14.058 - Amy Lovoy,
Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.058, for the Central Energy Plant Contract, to Engineered Cooling Systems, Inc., for a period of three years, with the option to extend for two additional one-year periods, for basic bimonthly services, and add Options 1 and 2, for an annual amount of \$107,400, and approve the Agreement for Central Energy Maintenance and Repair, PD 13-14.058.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - \$100,000; Fund 113, Library Fund, Cost Center 310203, Object Code 54601 - \$7,400]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal May 5th, 2014. Four bids were received.

This is an annual and reoccurring contract for the preventative maintenance, testing and repair requirements for the installed equipment for Judicial Central Energy Plant, the Central Office Complex, and the West Florida Regional Library. The initial equipment to be maintained consists of the following: 6 - Chillers, 4 - Cooling Towers with Chemical Treatment, 1 - Boiler, 16 - Circulating Pumps, 1 - Air Compressor, 1 - Refrigerant Leak Detector, 1 - Air Dyer, and 8 -

Variable Frequency Drives. Note: Equipment may be added or deleted as deemed necessary by the County.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601
\$100,000

Funding: Fund 113, Library Fund, Cost Center 310203, Object Code 54601]
\$7,400

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Contract

Bid Tab



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13013

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Contract Extension for PD 12-13.056, Elevator Maintenance/Services for Various County Facilities

From: Robert E. Dye, Interim Facilities Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension for Elevator Maintenance/Services for Various County Facilities Contract - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning the Elevator Maintenance/Services for Various County Facilities Contract, PD 12-13.056:

A. Approve the second and final 12-month Contract extension, effective October 13, 2017, to Panhandle Elevators (d/b/a Panhandle Humbaugh Elevators); and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; and Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601]

BACKGROUND:

On September 16, 2013 the Board awarded the Elevator Maintenance/Services for Various Facilities Contract PD 12-13.056 to Panhandle Elevators (d/b/a Panhandle-Humbaugh Elevators) for a period of three (3) years, with an option to extend for two additional one (1) year terms for a total of five (5) years. A Notice to Proceed was given with the Date of Commencement of October 13, 2013. The three (3) year period expired on October 13, 2016, with the Board approving the first one year extension on October 20, 2016. The Contract Manager is requesting to exercise the second and final one (1) year extension. Panhandle Elevators (d/b/a Panhandle-Humbaugh Elevators) has agreed to offer the same terms and conditions with no price increase.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the code of Ordinances of Escambia, FL 1999, Chapter 46, Finance, Article II, Purchase and Contracts. The Board has request that contract extensions be taken back to the Board for approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Contract Extension Backup

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE 2nd Floor

P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
<http://www.co.escambia.fl.us/purchasing>



PAUL R. NOBLES
Purchasing Manager

September 14, 2017

RE: Contract Agreement Renewal Specification PD 12-13.056, "Elevator Maintenance/Services for Various County Facilities, Escambia County".

Dustin C. Godwin, President
Panhandle Elevators
470 Van Pelt Lane
Pensacola, FL. 32505
TEL: (850) 256-2400

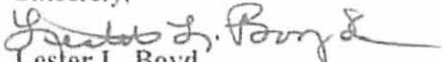
Dear Mr. Godwin:

The Contract Agreement, Elevator Maintenance Services for Various County Facilities, "PD 12-13.056, has been successfully executed by both Parties, for the past Forty-eight (48) months.

Escambia County, is presently requesting to extend the present Contract Agreement, for an additional Twelve (12) month period for a total of Sixty (60) months, upon the mutual agreement of Both Parties, with the original Terms of the Agreement. The current awarded period on the above referenced contract is due to expire on October 13, 2017.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested, or not on extending the contract for Twelve (12) months. I will need the signed letter (original) by returned by mail, and email, not later than 12:00 P.M., CDT, September 21, 2017. If you have any questions, please feel free to call Lester L. Boyd, Purchasing Coordinator, at 595-4944 (fax: 595-4805).


Sincerely,


Lester L. Boyd
Purchasing Coordinator
LLB/llb

Cc: Robert 'Bob' Dye, Acting CFM Director: - (850) 595-3190
William 'Bill' Turner, Division Manager: - (850) 595-3185

I want to extend the current contract PD 12-13.056, "Elevator Maintenance/Services for Various County Facilities, ", for Escambia County for an additional Twelve (12) months period at the same terms and conditions.

☒ Yes ☐ No


Signature

9-20-17
Date

Dustin Godwin

President

Printed Name of Signer

Title of Signer

Comments: Thank you for the opportunity to continuing doing business with Escambia County.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Continued...

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, appointing Jeanette Moore (Elderly Consumer, Community Volunteer) to a two-year term, effective October 20, 2016, through September 30, 2018 (*Item 5.D.*).

For Information: Commissioner Robinson disclosed that he leases a building to Escambia Community Clinics.

II. BUDGET/FINANCE CONSENT AGENDA

1-27. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 27, as follows: ►

1. Take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, for Operation of the Escambia County Health Department, Contract Year 2016-2017:
 - A. Adopting, as allowed by Florida Statutes, Chapter 154, the Resolution (*R2016-144*) entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the contract year of October 1, 2016, through September 30, 2017; and
 - B. Authorizing the Chairman to sign the Resolution and the Contract.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

2. Taking the following action concerning the Elevator Maintenance/Services for Various County Facilities Contract, PD 12-13.056 (Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601):
 - A. Approving the first 12-month contract extension, effective October 13, 2016, to Panhandle Elevators (d/b/a Panhandle Humbaugh Elevators); and
 - B. Authorizing the Chairman to sign all related documents.
3. Adopting the Resolution (*R2016-145*) approving Supplemental Budget Amendment #300, Escambia County Restricted Fund (101), in the amount of \$75,150, to recognize a portion of the Innerarity Island Development Corporation (IIDC) Water and Sewer Grant in Fund 101, and to appropriate these Grant funds to cover IIDC operating costs including the cost of City of Gulf Breeze service reimbursements.
4. Taking the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements for Outside Agencies:
 - A. Approving the following Miscellaneous Appropriations Agreements for Civil Legal Aid Services with the following organizations, to be paid from Fund 115, Article V Court Administration, Cost Center 410802:
 - (1) Northwest Florida Legal Services, Inc., in the amount of \$62,344; and
 - (2) Legal Services of North Florida, Inc., in the amount of \$62,344;
 - B. Authorizing the Chairman to sign the Agreements and all other necessary documents; and
 - C. Authorizing the execution of the necessary Purchase Orders.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-34. Approval of Various Consent Agenda Items ►

Motion made by Commissioner Robertson, seconded by Commissioner Barry, and carried unanimously, approving Consent Agenda Items 1 through 34, as follows, with the exception of Item 30, which was held for a separate vote:

1. Ratifying the following September 16, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 11 Aster Street:
 - A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Caramia Rosado, the owner of residential property located at 11 Aster Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,207, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
2. Ratifying the following September 16, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 209 Henry Street:
 - A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daniel J. Hammer, the owner of residential property located at 209 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-34. Approval of Various Consent Agenda Items – Continued

17. Adopting the Resolution (*R2013-105*) approving Supplemental Budget Amendment #253, General Fund (001) and Other Grants and Projects Fund (110), in the amount of \$4,984, to recognize a transfer of Grant match funding, and to appropriate these funds for the Federal Elections Activity Grant with the Escambia County Supervisor of Elections Office.
18. Approving Budget Amendment Request #257, Sheriff's Department, General Fund (001), in the amount of \$1,600,000, to cover end of year personnel and operating expenses in the Detention Budget; funds are being moved from the existing Law Enforcement Budget; no additional funds are being added to the Sheriffs' total Fiscal Year 2012-2013 adopted Budget.
19. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 12-13.056, Elevator Maintenance/Services for Various Facilities, Escambia County, to Panhandle Elevators d/b/a Panhandle-Humbaugh Elevators, for 36 months, effective October 1, 2013, with 2 options to extend for 12-month periods, for a total term not to exceed 60 months, for providing maintenance and repairs, as required, for an annual amount not to exceed the annual budgeted amount of \$88,660 (Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601 – \$81,500; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601 – \$3,200; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601 – \$3,960).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4920

County Administrator's Report 9. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: PD 12-13.056, Elevator Maintenance/Services for Various Facilities Escambia County

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD12-13.056, Elevator Maintenance/Services for Various Facilities, Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract, PD12-13.056, Elevator Maintenance / Services for Various Facilities Escambia County to Panhandle Elevators DBA Panhandle Humbaugh Elevators, for thirty-six (36) months effective October 1, 2013 with 2 options to extend for 12 month periods for a total term not to exceed 60 months for providing maintenance and repairs as required for an annual amount not to exceed the annual budgeted amount of \$88,660.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601, \$81,500; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601, \$3,200; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601, \$3,960]

BACKGROUND:

The Office of Purchasing, advertised the Invitation to Bid on August 5, 2013, and received five (5) Bids on August 29, 2013, Panhandle Elevators DBA Panhandle Humbaugh Elevators was the lowest responsive and responsible bid.

BUDGETARY IMPACT:

Funding: Fund 001 General Fund, Facility Maintenance Cost Center 310203, Object Code 54601, \$81,500; Fund 001 General Fund, Libraries Cost Center 110502, Object Code 54601, \$3,200; Fund 001 General Fund, Parks & Recreation Department Cost Center 350226; Fund 352 Local Option Sales Tax III Cost Center 350229, Object Code 54601, \$3,960.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Director of the Facilities Management Department shall serve as the County Administrator's designee as owner's representative for Contract Administration and Management of this contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Bid Tab



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13017

County Administrator's Report 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Approval to Issue Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000

From: Robert E. Dye, Interim Facilities Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

Vendor/Contractor	Amount	Contract Number
American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Buildings Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$105,500 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Custodial) Amount: \$2,000	\$107,500	PD 10-11.049

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2017 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), 310202 Facilities Management/Custodial; & Internal Service Fund (501), 150112 Employee Health Clinic/Custodial.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12838

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Recommendation to approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2017/18

From: John J. Lanza, MD, PhD, MPH, FAAP, Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2017-2018:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2017, through September 30, 2018; and

B. Authorize the Chairman to sign the Resolution and the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate \$337,649 to Escambia County Health Department for the fiscal year October 1, 2017 through September 30, 2018.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

Attachments

Resolution 2017

Contract 2017-2018

Resolution Number R2017-_____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

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

Section 1. That the attached contract dated October 1, 2017, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

Section 2. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2017.

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

D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal
sufficiency

By/Title: _____

Date: 9/27/17

**CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2017-2018**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2017.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2017, through September 30, 2018, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 8,276,342 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$337,649 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Escambia County
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These

records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems

shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2018 for the report period October 1, 2017 through December 31, 2017;
- ii. June 1, 2018 for the report period October 1, 2017 through March 31, 2018;
- iii. September 1, 2018 for the report period October 1, 2017 through June 30, 2018; and
- iv. December 1, 2018 for the report period October 1, 2017 through September 30, 2018.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2018, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Linda Moyer

Name

Public Health Services Manager

Title

1295 W. Fairfield Drive

Pensacola, FL 32501

Address

(850) 595-6500 X1010

Telephone

For the County:

Stephan Hall

Name

Budget Manager

Title

221 Palafox Place

Pensacola, FL 32502

Address

(850) 595-4954

Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (none), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2017.

**BOARD OF COUNTY COMMISSIONERS
FOR ESCAMBIA COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED: _____

Jack R. Brown, County Administrator
D.B. Underwood, Chairman

Attest
WITNESS: Pam Childers

Clerk of the Court

WITNESS: _____

DATE: _____

Deputy Clerk

SIGNED BY: 

NAME: Celeste Philip, MD, MPH

TITLE: Surgeon General and Secretary

DATE: 9/18/17

SIGNED BY: 

NAME: John J. Lanza, MD, PhD, MPH, FAAP

TITLE: CHD Director

DATE: 08/29/17

Approved as to form and legal sufficiency:

SIGNED: 

NAME: _____

TITLE: SACA

DATE: 10/3/17

ATTACHMENT I
ESCAMBIA COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

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| | | levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance. |
| 7. | Environmental Health | Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21* |
| 8. | HIV/AIDS Program | Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines. |
| 9. | School Health Services | Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6. |
| 10. | Tuberculosis | Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392. |
| 11. | General Communicable Disease Control | Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations. |
| 12. | Refugee Health Program | Programmatic and financial requirements as specified by the program office. |

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II
 ESCAMBIA COUNTY HEALTH DEPARTMENT
 PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/17			
2. Drawdown for Contract Year October 1, 2017 to September 30, 2018		1240738	1240738
3. Special Capital Project use for Contract Year October 1, 2017 to September 30, 2018		-279434	-279434
4. Balance Reserved for Contingency Fund October 1, 2017 to September 30, 2018		0	0
Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.		961304	961304

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	115,715	0	115,715	0	115,715
015040 CHD - TB COMMUNITY PROGRAM	118,778	0	118,778	0	118,778
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	26,767	0	26,767	0	26,767
015040 FAMILY PLANNING GENERAL REVENUE	73,478	0	73,478	0	73,478
015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	37,162	0	37,162	0	37,162
015040 PRIMARY CARE PROGRAM	321,792	0	321,792	0	321,792
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	363,061	0	363,061	0	363,061
015050 CHD GENERAL REVENUE NON-CATEGORICAL	3,395,681	0	3,395,681	0	3,395,681
GENERAL REVENUE TOTAL	4,552,434	0	4,552,434	0	4,552,434
2. NON GENERAL REVENUE - STATE					
015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT	5,064	0	5,064	0	5,064
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	18,343	0	18,343	0	18,343
015010 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	20,000	0	20,000	0	20,000
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	185,816	0	185,816	0	185,816
NON GENERAL REVENUE TOTAL	229,223	0	229,223	0	229,223
3. FEDERAL FUNDS - STATE					
007000 RYAN WHITE TITLE II ADAP DRUG REBATES	49,791	0	49,791	0	49,791
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	168,445	0	168,445	0	168,445
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	100,000	0	100,000	0	100,000
007000 WIC BREASTFEEDING PEER COUNSELING PROG	83,599	0	83,599	0	83,599
007000 COASTAL BEACH WATER QUALITY MONITORING	11,290	0	11,290	0	11,290
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 CMS-MCH PURCHASED CLIENT SERVICES	27,000	0	27,000	0	27,000
007000 FAMILY PLANNING TITLE X - GRANT	129,347	0	129,347	0	129,347
007000 IMMUNIZATION FIELD STAFF	6,000	0	6,000	0	6,000
007000 IMMUNIZATION ACTION PLAN	75,164	0	75,164	0	75,164
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	49,178	0	49,178	0	49,178
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	300,326	0	300,326	0	300,326
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	143,987	0	143,987	0	143,987
007000 AIDS PREVENTION	186,524	0	186,524	0	186,524
007000 RYAN WHITE TITLE II CARE GRANT	103,728	0	103,728	0	103,728
007000 IMPROVING STD PROGRAMS	85,114	0	85,114	0	85,114
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	12,700	0	12,700	0	12,700
007000 WIC PROGRAM ADMINISTRATION	1,612,961	0	1,612,961	0	1,612,961
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	3,500	0	3,500	0	3,500
015075 SUPPLEMENTAL SCHOOL HEALTH	498,023	0	498,023	0	498,023
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	793	0	793	0	793
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	6,603	0	6,603	0	6,603
FEDERAL FUNDS TOTAL	3,689,073	0	3,689,073	0	3,689,073

4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001020 CHD STATEWIDE ENVIRONMENTAL FEES	222,390	0	222,390	0	222,390
001092 CHD STATEWIDE ENVIRONMENTAL FEES	206,490	0	206,490	0	206,490
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	16,000	0	16,000	0	16,000
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	5,038	0	5,038	0	5,038
001206 SEPTIC TANK RESEARCH SURCHARGE	950	0	950	0	950
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	7,125	0	7,125	0	7,125
001206 DRINKING WATER PROGRAM OPERATIONS	260	0	260	0	260
001206 REGULATION OF BODY PIERCING SALONS	375	0	375	0	375
001206 TANNING FACILITIES	450	0	450	0	450
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	2,640	0	2,640	0	2,640
001206 MOBILE HOME & RV PARK FEES	2,625	0	2,625	0	2,625
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	464,343	0	464,343	0	464,343
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	2,309,479	2,309,479	0	2,309,479
MEDICAID TOTAL	0	2,309,479	2,309,479	0	2,309,479
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	926,325	926,325
PHARMACY DRUG PROGRAM	0	0	0	36,667	36,667
WIC PROGRAM	0	0	0	6,042,972	6,042,972
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	44,815	44,815
IMMUNIZATIONS	0	0	0	1,194,653	1,194,653
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	8,245,432	8,245,432
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	337,649	337,649	0	337,649
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	337,649	337,649	0	337,649
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	203,200	203,200	0	203,200
001094 CHD LOCAL ENVIRONMENTAL FEES	0	183,859	183,859	0	183,859
001110 VITAL STATISTICS CERTIFIED RECORDS	0	376,000	376,000	0	376,000
FEES AUTHORIZED BY COUNTY TOTAL	0	763,059	763,059	0	763,059
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	832,068	832,068	0	832,068

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001090 CHD CLINIC FEES	0	3,650	3,650	0	3,650
005000 CHD CLINIC FEES	0	1,200	1,200	0	1,200
005000 CHD LOCAL REVENUE & EXPENDITURES	0	30,000	30,000	0	30,000
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	95,835	95,835	0	95,835
010300 PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT	0	353,850	353,850	0	353,850
011000 INDIGENT CARE PROGRAM	0	90,000	90,000	0	90,000
011000 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	110,000	110,000	0	110,000
011001 CHD HEALTHY START COALITION CONTRACT	0	849,144	849,144	0	849,144
015020 PETROLEUM STORAGE TANK CLEANUP CONTRACT	0	971,250	971,250	0	971,250
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	279,434	279,434	0	279,434
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	3,616,431	3,616,431	0	3,616,431
12. ALLOCABLE REVENUE - COUNTY	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	8,935,073	7,026,618	15,961,691	8,245,432	24,207,123

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2017 to September 30, 2018

	Quarterly Expenditure Plan									Grand Total
	FTE's	Clients	Services/	1st	2nd	3rd	4th	State	County	
	(0.00)	Units	Visits	(Whole dollars only)						
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	9.86	7,153	8,943	143,099	166,907	143,099	166,908	112,210	507,803	620,013
SEXUALLY TRANS. DIS. (102)	6.69	1,139	1,875	95,563	111,462	95,563	111,462	167,239	246,811	414,050
HIV/AIDS PREVENTION (03A1)	5.54	0	283	76,922	89,721	76,922	89,721	333,286	0	333,286
HIV/AIDS SURVEILLANCE (03A2)	1.29	0	6	19,429	22,661	19,429	22,660	84,179	0	84,179
HIV/AIDS PATIENT CARE (03A3)	3.22	1	25	67,352	78,557	67,352	78,557	291,818	0	291,818
ADAP (03A4)	3.86	1	243	52,214	60,901	52,214	60,901	226,230	0	226,230
TUBERCULOSIS (104)	2.70	24	144	48,837	56,962	48,837	56,963	186,283	25,316	211,599
COMM. DIS. SURV. (106)	4.58	0	7,667	66,381	77,425	66,381	77,424	287,611	0	287,611
HEPATITIS (109)	1.19	1,187	1,223	16,558	19,312	16,558	19,312	71,740	0	71,740
PREPAREDNESS AND RESPONSE (116)	6.44	0	194	127,636	148,871	127,636	148,871	553,014	0	553,014
REFUGEE HEALTH (118)	0.46	196	489	11,249	13,121	11,249	13,121	48,740	0	48,740
VITAL RECORDS (180)	4.01	23,059	48,819	52,912	61,716	52,912	61,716	0	229,256	229,256
COMMUNICABLE DISEASE SUBTOTAL	49.84	32,760	69,911	778,152	907,616	778,152	907,616	2,362,350	1,009,186	3,371,536
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	12.37	17,178	850	234,872	273,949	234,872	273,950	1,006,883	10,760	1,017,643
WIC (21W1)	30.65	18,529	125,071	460,630	537,268	460,630	537,268	1,969,128	26,668	1,995,796
TOBACCO USE INTERVENTION (212)	2.48	0	151	51,187	59,703	51,187	59,702	219,619	2,160	221,779
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.43	0	3,870	26,863	31,332	26,863	31,331	114,271	2,118	116,389
FAMILY PLANNING (223)	10.16	1,547	2,807	151,459	176,658	151,459	176,657	252,003	404,230	656,233
IMPROVED PREGNANCY OUTCOME (225)	0.78	1	272	8,143	9,498	8,143	9,499	34,648	635	35,283
HEALTHY START PRENATAL (227)	9.19	1,897	7,264	138,321	161,335	138,321	161,335	287,698	311,614	599,312
COMPREHENSIVE CHILD HEALTH (229)	4.84	1,572	2,218	73,270	85,460	73,270	85,460	255,687	61,773	317,460
HEALTHY START CHILD (231)	7.79	987	4,643	111,080	129,562	111,080	129,562	0	481,284	481,284
SCHOOL HEALTH (234)	14.48	0	639,274	268,219	312,845	268,219	312,844	1,053,690	108,437	1,162,127
COMPREHENSIVE ADULT HEALTH (237)	8.49	596	1,193	112,181	130,846	112,181	130,846	245,373	240,681	486,054
COMMUNITY HEALTH DEVELOPMENT (238)	1.15	0	989	19,079	22,254	19,079	22,254	82,666	0	82,666
DENTAL HEALTH (240)	2.26	10,223	23,311	534,907	623,904	534,907	623,905	0	2,317,623	2,317,623
PRIMARY CARE SUBTOTAL	107.07	52,530	811,913	2,190,211	2,554,614	2,190,211	2,554,613	5,521,666	3,967,983	9,489,649
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.47	292	293	8,718	10,169	8,718	10,170	32,814	4,961	37,775
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.07	8	44	915	1,067	915	1,068	3,753	212	3,965
PUBLIC WATER SYSTEM (358)	0.01	0	2	215	251	215	252	891	42	933
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	7.72	1,641	2,994	145,023	169,152	145,023	169,153	330,115	298,236	628,351
Group Total	8.27	1,941	3,333	154,871	180,639	154,871	180,643	367,573	303,451	671,024
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.50	0	129	6,208	7,241	6,208	7,241	28,075	-1,177	26,898
FOOD HYGIENE (348)	1.19	316	776	18,604	21,700	18,604	21,700	56,069	24,539	80,608

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2017 to September 30, 2018

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd	3rd	4th			
				(Whole dollars only)						
BODY PIERCING FACILITIES SERVICES (349)	0.07	4	13	909	1,060	909	1,061	3,716	223	3,939
GROUP CARE FACILITY (351)	0.54	136	239	8,543	9,965	8,543	9,965	18,395	18,621	37,016
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.84	221	474	12,572	14,663	12,572	14,663	51,566	2,904	54,470
POOLS/BATHING PLACES (360)	2.26	357	976	38,743	45,189	38,743	45,190	107,859	60,006	167,865
BIOMEDICAL WASTE SERVICES (364)	2.00	467	1,148	25,784	30,074	25,784	30,073	104,839	6,876	111,715
TANNING FACILITY SERVICES (369)	0.04	15	19	607	709	607	709	5,188	-2,556	2,632
Group Total	7.44	1,516	3,774	111,970	130,601	111,970	130,602	375,707	109,436	485,143
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	24.85	838	1,485	399,113	465,517	399,113	465,516	196,895	1,532,364	1,729,259
SUPER ACT SERVICES (356)	0.12	41	56	1,734	2,022	1,734	2,023	7,111	402	7,513
Group Total	24.97	879	1,541	400,847	467,539	400,847	467,539	204,006	1,532,766	1,736,772
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.06	0	2	1,171	1,366	1,171	1,366	4,877	197	5,074
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE (366)	1.04	38	1,164	15,465	18,038	15,465	18,038	63,432	3,574	67,006
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	20,777	24,234	20,777	24,235	0	90,023	90,023
Group Total	1.10	38	1,166	37,413	43,638	37,413	43,639	68,309	93,794	162,103
ENVIRONMENTAL HEALTH SUBTOTAL	41.78	4,374	9,814	705,101	822,417	705,101	822,423	1,015,595	2,039,447	3,055,042
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	8,185	9,547	8,185	9,546	35,463	0	35,463
MEDICAID BUYBACK (611)	0.00	0	0	2,308	2,692	2,308	2,692	0	10,000	10,000
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	10,493	12,239	10,493	12,238	35,463	10,000	45,463
TOTAL CONTRACT	198.69	89,664	891,638	3,683,957	4,296,886	3,683,957	4,296,890	8,935,074	7,026,616	15,961,690

ATTACHMENT III
ESCAMBIA COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Facilities Utilized by the County Health Department

[illegible]

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis. Attachment

ATTACHMENT V
ESCAMBIA COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2015-2016*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2016-2017**	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2017-2018***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2018-2019***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____ 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE (Initial expenditure of funds)
 : _____

COMPLETION DATE: _____

DESIGN FEES: \$ 0

CONSTRUCTION COSTS: \$ 0

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 0

COST PER SQ FOOT: \$ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/16

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13051

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Approval to Issue Fiscal Year 2017/2018 Purchase Orders in Excess of \$50,000

From: John Shelton, Director's Aide

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders, in Excess of \$50,000 - Todd Humble, Library Services Department Director

That the Board approve the issuance of individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Libraries, as follows:

Vendor/Contractor	Amount	Contract Number	
Dynamic Security Services Vendor Number: 042841 Security for Pensacola and Westside Libraries			
Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Object Code: 53401 (Other Contractual Services)	\$64,526	PD 15-16.051	

BACKGROUND:

The issuance of this purchase order is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

First renewal of this contract was approved by the BOCC at the October 5, 2017 regular meeting.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13069

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: BlueMedicare Group Master Agreement (PD 14-15.069, Group Medical Insurance)

From: Eric Kleinert, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the BlueMedicare Group Master Agreement (PD 14-15.069, Group Medical Insurance) - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the County Administrator to sign the BlueMedicare Group Master Agreement between Blue Cross and Blue Shield of Florida, Inc., D/B/A Florida Blue, and the Escambia County Board of County Commissioners, with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan coverage, to be provided by Florida Blue to the County's Covered Retirees and Covered Dependents, for Escambia County's Group Medical Insurance (PD 14-15.069).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108 Object Code 54501]

BACKGROUND:

On August 20, 2015, the County approved a three-year Contract to Florida Blue to provide self-funded health insurance coverage (January 1, 2016 to December 31, 2018). Within the Agreement, Florida Blue offers a Medicare Group Advantage Plan for retirees to enroll. The Advantage Plan offers the retirees the capability to use a group plan Platform with Medicare options and does not affect our group's overall claims history. This plan offers a Medical Plan with Rx coverage and Rx coverage only, with no coverage gap. The BlueMedicare Group Master Agreement is CMS compliant and sets the premiums for 2018. Retirees pay the full premiums.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501. Final funding will be provided to the Board upon completion of Contract negotiations.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801. The County Attorney's Office has reviewed the BlueMedicare Group Master Agreement and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report Car II-18 of August 17,2017.

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and Florida Blue to distribute the Agreement.

Attachments

BLUEMEDICARE GROUP MASTER AGREEMENT



BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this “Agreement”) describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. (“Florida Blue”) have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, “Medicare Plan(s)”) coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to “we”, “us”, “our,” and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) (“Evidence of Coverage”), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue’s contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to "you" or "your" in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty ("LEP") means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy ("LIS") means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.
2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.
2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.
3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and
2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or
2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums.** You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:
 - a. Any portion of the Premium due for coverage provided by us prior to termination; and
 - b. Any amounts otherwise due us.
2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.
3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.
4. **Service Area.** There is no longer any Covered Person who lives, resides, or works in the Service Area.
5. **Termination or Non-renewal of the CMS Contract.** We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.
2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero (\$0.00).
2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by

us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out of Area Services

We have relationships with other Blue Cross and/or Blue Shield Licensees (“Host Blues”) referred to generally as the “Medicare Advantage Program.” When Covered Persons access healthcare services outside of Florida, the claim for those services will be processed through the Medicare Advantage Program and presented to us for payment in accordance with the rules of the Medicare Advantage Program policies then in effect. The Medicare Advantage Program available to Covered Persons under this Agreement is described generally below.

B. Covered Persons Liability Calculation

The cost of the service on which the Covered Person’s liability is based, will be either:

1. The Medicare allowable amount for covered services; or
2. The amount we negotiate with the provider of the Host Blue negotiates with its provider on behalf of our Covered Persons, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements (“CMS Mandated Amendments”) with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates,

successors, heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person's disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use

the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue's provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of **Escambia County BOCC** the benefits of this Agreement as set forth in the attached Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium: **Blue Medicare Group PPO1/Rx2 with Fitness -\$279.61 pmpm and Rx2 Only-\$98.19**

The Group's Agreement is effective as of January 1, 2018

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.
(Date of Signature)

Blue Cross Blue Shield of Florida, Inc.
(DBA Florida Blue)

Escambia County BOCC

By:

By:

(Signature)

(Signature)

Name: Lynn Esposito
(Please Print or Type)

Name: Jack R. Brown
(Please Print or Type)

Title: Vice President, Sales Operations

Title: County Administrator

Witness: _____

Witness: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 9/27/17

Escambia County BOCC #97035
2018 BlueMedicare Group PPO (Employer PPO) Health Benefits

Benefits	BlueMedicare Group PPO Plan 1
Premium (per member, per month)	\$279.61 for PPO1Rx2
Annual Deductible	\$0 In-Network / \$1,000 Out-of-Network
Out-of-Pocket Maximum (based on plan year)	\$1,000 In-Network / \$3,000 Out-of-Network In-Network out-of-pocket maximum accumulates toward Out-of-Network out-of-pocket maximum
Physician Office	
Primary Care (per visit)	In-Network \$10 Copayment Out-of-Network Deductible & 20% Coinsurance
Specialist Care (per visit)	In-Network \$30 Copayment Out-of-Network Deductible & 20% Coinsurance
Convenient Care Center	In-Network / Out-of-Network \$30 Copayment
Podiatry Services (per visit) (routine foot care up to 6 visits per year)	In-Network \$30 Copayment Out-of-Network Deductible & 20% Coinsurance
Chiropractic Services (per visit) For each Medicare-covered visit (manual manipulation of the spine to correct subluxation)	In-Network \$20 Copayment Out-of-Network Deductible & 20% Coinsurance
Outpatient Mental Health Care (per visit) For individual or group therapy (including partial hospitalization)	In-Network \$35 Copayment Out-of-Network Deductible & 20% Coinsurance
Outpatient Substance Abuse Care (per visit)	In-Network \$35 Copayment Out-of-Network Deductible & 20% Coinsurance
Part B Drugs (including chemotherapy)	In-Network 20% Coinsurance Out-of-Network Deductible & 20% Coinsurance
Allergy Injections	In-Network \$5 Copayment Out-of-Network Deductible & 20% Coinsurance

Benefits	BlueMedicare Group PPO Plan 1
<p>Outpatient Hospital Services (per visit): Occupational Therapy, Physical Therapy, Speech & Language Therapy, Cardiac and Pulmonary Rehab (including intensive cardiac rehab)</p> <p>Radiation Therapy</p> <p>Dialysis</p> <p>Lab Only</p> <p>All Other Diagnostic Tests, X-Rays, Advanced Imaging, etc.</p>	<p>In-Network \$30 Copayment Out-of-Network Deductible & 20% Coinsurance</p> <p>\$1,980 Physical and Speech Therapy Annual Benefit Maximum. This limit is for 2017 and subject to change by Medicare in 2018.</p> <p>\$1,980 Occupational Therapy Annual Benefit Maximum. This limit is for 2017 and subject to change by Medicare in 2018.</p> <p>In-Network \$50 Copayment Out-of-Network Deductible & 20% Coinsurance</p> <p>In-Network / Out-of-Network 20% Coinsurance</p> <p>In-Network \$15 Copayment Out-of-Network Deductible & 20% Coinsurance</p> <p>In-Network \$150 Copayment Out-of-Network Deductible & 20% Coinsurance</p>
<p>Urgently Needed Care (This is not emergency care, and in most cases is out-of-the-service area.)</p>	<p>In-Network / Out-of-Network \$30 Copayment</p>
<p>Emergency Services (Including Worldwide Coverage)</p>	<p>In-Network / Out-of-Network \$75 Copayment</p>
<p>Dental, Hearing and Vision (Medicare-Covered)</p>	<p>In-Network \$30 Copayment Out-of-Network Deductible & 20% Coinsurance</p>
<p>Home Health</p>	<p>In-Network / Out-of-Network \$0 Copayment</p>
<p>Ambulance</p>	<p>In-Network / Out-of-Network \$150 Copayment for Medicare-covered ambulance services</p>

Benefits	BlueMedicare Group PPO Plan 1
Outpatient Medical Services and Supplies	
Durable Medical Equipment/Diabetic Supplies Diabetic Supplies (glucose meters, test strips and lancets) <i>Note: needles, syringes and insulin for self-injection are covered under your Part D benefit</i>	In-Network \$0 Copayment Out-of-Network Deductible & 20% Coinsurance
Equipment: Plan-Approved Electric Customized Wheelchairs, Electric Scooters	In-Network 20% Coinsurance Out-of-Network Deductible & 20% Coinsurance
All Other Medicare-Covered Durable Medical Equipment	In-Network \$0 Copayment Out-of-Network Deductible & 20% Coinsurance
Prosthetic Devices	In-Network \$0 Copayment for Medicare-covered items Out-of-Network Deductible & 20% Coinsurance
Outpatient Rehabilitation Occupational Therapy, Physical Therapy, Speech & Language Therapy, Cardiac and Pulmonary Rehab (including intensive cardiac rehab) Office or Freestanding Facility Services Outpatient Hospital Services	\$1,980 Physical and Speech Therapy Annual Benefit Maximum. This limit is for 2017 and subject to change by Medicare in 2018. \$1,980 Occupational Therapy Annual Benefit Maximum. This limit is for 2017 and subject to change by Medicare in 2018. In-Network \$30 Copayment for each visit Out-of-Network Deductible & 20% Coinsurance In-Network \$30 Copayment for each visit Out-of-Network Deductible & 20% Coinsurance
Dialysis	In-Network/Out-of-Network 20% Coinsurance
Inpatient Care	
Inpatient Hospital Care (including substance abuse treatment)	In-Network <ul style="list-style-type: none"> • \$150 Copayment each day for day(s) 1-7 for a Medicare-covered stay in a network hospital • After the 7th day, the plan pays 100% of covered expenses per stay Out-of-Network Deductible & 20% Coinsurance

Benefits	BlueMedicare Group PPO Plan 1
Inpatient Mental Health Care	<p>In-Network</p> <ul style="list-style-type: none"> • \$200 Copayment each day for day(s) 1-7 for a Medicare-covered stay in a network hospital • \$0 Copayment each day for day(s) 8-90 for a Medicare-covered stay in a network hospital • 190-day lifetime limit in a psychiatric hospital <p>Out-of-Network Deductible & 20% Coinsurance</p>
Skilled Nursing Facility (in a Medicare-certified skilled nursing facility)	<p>In-Network</p> <ul style="list-style-type: none"> • \$0 Copayment each day for days 1-20 per benefit period • \$75 Copayment each day for days 21-100 per benefit period • There is a limit of 100 days for each benefit period • 3-day prior hospital stay is not required <p>Out-of-Network Deductible & 20% Coinsurance</p>
Hospice	Member must receive care from a Medicare-certified hospice
Preventive Services	
Annual Screening Mammograms (for women with Medicare, age 40 and older)	<p>In-Network \$0 Copayment for Medicare-covered screening mammograms</p> <p>Out-of-Network 20% Coinsurance</p>
Pap Smears and Pelvic Exams (for women with Medicare)	<p>In-Network</p> <ul style="list-style-type: none"> • \$0 Copayment per pap smear • \$0 Copayment per pelvic exam <p>Out-of-Network 20% Coinsurance</p>
Bone Mass Measurement (for people with Medicare who are at risk)	<p>In-Network \$0 Copayment for each Medicare-covered bone mass measurement</p> <p>Out-of-Network 20% Coinsurance</p>
Colorectal Screening Exams (for people with Medicare age 50 and older)	<p>In-Network \$0 Copayment for Medicare-covered colorectal screening exams</p> <p>Out-of-Network 20% Coinsurance</p>
Prostate Cancer Screening Exams (for men with Medicare age 50 and older)	<p>In-Network \$0 Copayment for Medicare-covered prostate cancer screening exams</p> <p>Out-of-Network 20% Coinsurance</p>

Benefits	BlueMedicare Group PPO Plan 1
Vaccines (Medicare-covered)	In-Network <ul style="list-style-type: none"> • \$0 Copayment for influenza vaccine • \$0 Copayment for pneumococcal vaccine • \$0 Copayment for hepatitis B vaccine Out-of-Network 20% Coinsurance
Health & Wellness Benefit	
Fitness	Free membership through SilverSneakers

BlueMedicare Group PPO out-of-pocket maximum includes all covered health services member cost share rendered in/out of network on a Plan Year basis. Supplemental services and Part D costs are not applied to out-of-pocket maximum.

Medicare Part B - the premium provided under this plan excludes the Medicare Part B premium payments. (Members must continue to pay the Medicare Part B premium unless paid by Medicaid or another third party.)

Florida Blue is a PPO Plan with a Medicare contract. Enrollment in Florida Blue depends on contract renewal.



In the pursuit of health®

**Escambia County BOCC #97035
2018 BlueMedicare Group Rx (Employer PDP)**

Benefits	BlueMedicare Group Rx Option 2
Premium	\$98.19 for Rx2-Only Included in PPO1Rx2
Annual Deductible	\$75 for Tiers 3, 4 and 5 Drugs Only
Retail	31-day Supply
Tier 1 - Preferred Generics	\$15 Copayment
Tier 2 - Generics	\$15 Copayment
Tier 3 - Preferred Brand	\$45 Copayment
Tier 4 - Non-Preferred Brand	\$85 Copayment
Tier 5 - Specialty Drugs	25% Coinsurance
Mail Order	90-day Supply with Mail Order
Tier 1 - Preferred Generics	\$8 Copayment
Tier 2 - Generics	\$8 Copayment
Tier 3 - Preferred Brand	\$135 Copayment
Tier 4 - Non-Preferred Brand	\$255 Copayment
Tier 5 - Specialty Drugs	25% Coinsurance (31-day supply only)
Gap	31-day Supply
Tier 1 - Preferred Generics	\$15 Copayment
Tier 2 - Generics	\$15 Copayment
Tier 3 - Preferred Brand	\$45 Copayment
Tier 4 - Non-Preferred Brand	\$85 Copayment
Tier 5 - Specialty Drugs	25% Coinsurance
Catastrophic	\$3.35 Copayment for generic drugs \$8.35 Copayment for brand drugs

Florida Blue is an Rx (PDP) Plan with a Medicare contract. Enrollment in Florida Blue depends on contract renewal.

Prescription drug copayments do not accumulate towards the health Plan Year out-of-pocket maximum.

Part D Creditable Coverage – The enrolling member may incur Part D late enrollment penalties as defined and set by CMS in accordance with Part D guidelines if prior creditable coverage cannot be proven.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12991

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Re-Solicitation IT Room A/C Modifications for Escambia County Public Safety Facility

From: Paul Nobles, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award for the Re-Solicitation for IT Room A/C Modifications for Escambia County Public Safety Facility, PD 16-17.084 - Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and McNorton Mechanical Contractors, Inc., per the terms and conditions of PD 16-17.084, Re-Solicitation for IT Room A/C Modifications for Escambia County Public Safety Facility, in the amount of \$99,890 - Base Bid.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201]

BACKGROUND:

This project is to increase the air conditioning capacity serving the computer room in the Public Safety building. The work includes the installation of one new 15 ton self-contained critical environment DX air conditioning unit with a matched remote condenser. Additional air flow floor panels shall also be installed in the existing raised computer floor system to accommodate the increased air flow. This room is critical for computer operations for various county entities. The addition of this equipment is essential in meeting current and future needs as well as providing redundancy in case of equipment failure.

The project originally went out for bids on June 26, 2017, and one bid was received on July 18, 2017 in the amount of \$119,850 for the base bid. It was determined to re-bid the project to get better proposals.

Invitation to Bid was advertised in the Pensacola News Journal on August 21, 2017. A Pre-Bid Conference was held on August 25, 2017. Bids were received from three contractors on September 19, 2017, with McNorton Mechanical Contractors, Inc. being the most responsive and responsible bidder.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 310204, Object Code 56201

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and PO.

Attachments

Awarded Bid Tab
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: RE-Bid IT Room A/c Modifications for Escambia County Public Safety Facility BID # PD 16-17.084							
Bid Opening Time: 3:00 p.m. CDT Bid Opening Date: 9/19/2017 Bid Opening Location: Rm 11. 407 NAME OF BIDDER	Cover Sheet/ Acknow.	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknow. of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Base Bid	Alternate 1 Install One 20 ton AC system	Alternate 2 Add integrated conrols to upgrade kit
Prime Mechanical, Inc.	Y	Bond	Y	Y	Y	Y	\$119,850.	\$12,000.	\$37,528.
McNorton Mechanical Contractors	Y	Bond	Y	Y	Y	Y	\$99,890.	\$11,825.	\$23,775.
Elite Mechanical Systems, LLC	Y	Bond	Y	Y	Y	Y	\$107,320.	\$8,470.	\$24,054.
BIDS OPENED BY:	Lester L. Boyd, Purchasing Coordinator				DATE: 9/19/2017				
BIDS TABULATED BY:	Lori Kistler, SOSA				DATE: 9/19/2017				
BIDS WITNESSED BY:	Lori Kistler, SOSA				DATE: 9/19/2017				

CAR October 19, 2017
DATE

BOCC October 19, 2017
DATE

The Purchasing Chief/Designee recommends to the BCC: To award the base bid in the amount of \$99,890 to McNorton Mechanical Contractors, Inc.

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, 9/21/2017


LLB/lk

**AGREEMENT FOR A/C MODIFICATIONS FOR THE
ESCAMBIA COUNTY PUBLIC SAFETY FACILITY (PD 16-17.084)**

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 McNorton Mechanical Contractors, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2422673, whose principal address is 1171 West Detroit Boulevard, Pensacola, Florida 32534.

WITNESSETH:

WHEREAS, on August 21, 2017, the County issued an Invitation to Bidders (PD 16-17.084) seeking a contractor to provide A/C modifications for portions of the Escambia County Public Safety Facility located at 6575 North "W" Street, Pensacola, Florida; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to perform such work; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such work 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 installation of a 15 ton A/C system in accordance with the scope of work as outlined in Escambia County's Invitation to Bidders for "Re-solicitation IT Room A/C Modifications for Escambia County Public Safety Facility," Specification No. P.D. 16-17.084, 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 the Base Bid amount not to exceed \$99,890.00, hereinafter referred to as the "Contract Amount," for all work performed pursuant to this Agreement in accordance with the Bid Form, 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 "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the work on the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the 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 work shall be substantially complete within 91 calendar days from the Commencement Date specified above. The work shall be fully complete and ready for final acceptance by the County within 30 calendar days from the Substantial Completion Date or 121 calendar days from the Commencement Date (hereinafter "Contract Time").

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 substantially complete within the time specified above. Should Contractor fail to substantially complete the work in accordance with the time

specified above, County shall be entitled to assess, as **liquidated damages**, but not as a penalty, **\$150.00** for each calendar day thereafter until the work is substantially complete.

5.4 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.

5.5 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 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 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: McNorton Mechanical Contractors, Inc.
Attention: Robert L. McNorton
1171 West Detroit Blvd.
Pensacola, FL 32534

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: _____
Jack R. Brown, County Administrator

Date: _____

BCC Approved: _____

Witness

Witness

CONTRACTOR:
MCNORTON MECHANICAL CONTRACTORS, INC.

By: _____
Robert Lynn McNorton, President

Date: _____

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]
Date: 10/11/17

SCOPE OF WORK

Re-Solicitation IT Room A/C Modifications for Escambia County Public Safety Facility

IT Room A/C Modifications Escambia County Public Safety Facility

1.1 SCOPE OF WORK NARRATIVE

All construction documents and construction shall follow the listed codes:

- Florida Building Code – 2014
- Florida Mechanical Code – 2014
- Florida Plumbing Code – 2014
- NFPA – 90A – Installation of Air Conditioning and Ventilating Systems – 2014
- NFPA – 101 – Life Safety Code – 2006

1.2 CRITICAL ENVIRONMENT AIR CONDITIONING SYSTEM

The base bid scope of work for this project shall include the installation of one new 15 ton self-contained critical environment DX air conditioning unit with a matched remote condenser. Additional air flow floor panels shall also be installed in the existing raised computer floor system to accommodate the increased air flow. Lead time for equipment delivery shall be included in the 91 day construction period. Alternate bid items are as follows;

Additive Alternate #1: Install one 20 Ton capacity critical environment air conditioning system in lieu of base bid 15 Ton system.

Additive Alternate #2: Controls upgrade kit shall be installed in three existing critical environment air conditioning units to allow for an automatic backup operation between the new primary unit and three existing secondary units.



21. 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.

22. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALATON PLACE, 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32501-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myscambiapurchasing.com>



PAUL R. NOBLES
Purchasing Manager

September 7, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Re-Solicitation for IT Room A/C Modifications for Escambia County, Public Safety Facility,
PD 16-17.084

We recently sent you and Invitation to Bid on the above mentioned Specification.

This Addendum #1 provides for the following changes:

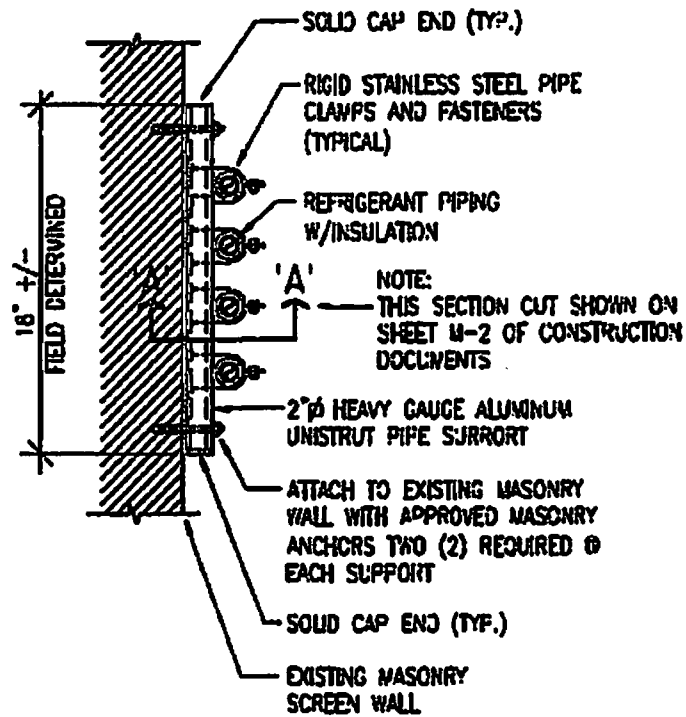
This Addendum #1, List the (H.M. YONGE & ASSOCIATES, INC. – Consulting Engineers),
Mechanical Clarifications for the (HVAC Work).

Items contained in this addendum shall become an integral part of the contract documents. Each bidder shall include these items in their respective bids. These items are:

MECHANICAL (Clarifications for HVAC work)

1. The Contractor shall be responsible for deploying a temporary means i.e., 1/4" plywood panels etc., for protecting the existing raised computer flooring system against excessive weight damage during delivery and installation of the new a/c equipment. The existing raised floor system extends beyond the I. T. Server Room and into the connecting main corridors. The Contractor shall verify the existing limits of the raised floor system with the onsite Facilities Project Manager prior to delivery of the new a/c equipment.
2. At Contractor's option, an alternate wall support method as shown in the attached detail sheet may be substituted for the exterior refrigerant lines wall bracket detail 1/M-2 shown on sheet M-2.
3. Clarification: The existing air flow floor panels to be matched in the Server Room floor plenum are series AF500H Aluminum Accel-Air Grate with manual volume damper purchased from Acousti Engineering Company of Florida. Contact Taylor David, Special Products, and Senior Administrator at 1-407-425-3467 for ordering information.

----- Diagram is attached on the next page -----



I-A
M-2

ALT. REFRIG. PIPE SUPPORT DETAIL
 NOT TO SCALE

SIGN AND RETURN THIS FORM WITH YOUR BID**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Lester L. Boyd
PURCHASING COORDINATOR

INVITATION TO BID

Office of Purchasing, 2nd Floor, Room 11.101 Re-Solicitation IT Room A/C Modifications for
Palafox Place, Pensacola, FL 32502 Escambia County Public Safety Facility
Post Office Box 1591, Pensacola, FL 32597-1591 SOLICITATION PD 16-17.084
Phone No: (850)595-4980 Fax No: (850) 595-4805

SOLICITATION

MAILING DATE: MONDAY 21, 2017

OFFERS WILL BE RECEIVED UNTIL 03:00P.M., CDT, SEPTEMBER 19, 2017, AND MAY NOT BE WITHDRAWN WITHIN
90 days after such date and time.

PRE-BID CONFERENCE: AUGUST 25, 2017, AT 10:00 A.M., CDT, PUBLIC SAFETY OFFICE BLDG.,
6575 N. 'W' STREET, PENSACOLA, FLORIDA 32505-1714. ALL BIDDERS ARE ENCOURAGED TO
ATTEND.

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 that solicitation. All protests must
be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER

(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
59-2422673

TERMS OF PAYMENT:
Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: McNorton Mechanical Contractors, Inc.

REASON FOR NO OFFER:

ADDRESS: 1171 W Detroit Blvd

CITY, ST. & ZIP: Pensacola FL 32534

PHONE NO.: (850) 478-5164

BID BOND ATTACHED: \$ 5%

TOLL FREE NO.: ()

FAX NO.: (850) 478-1942

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.

Robert Lynn McNorton

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

RLM

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board
of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and
conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)
Robert Lynn McNorton, President

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name of Contractor
McNorton Mechanical Contractors, Inc.

By _____
County Administrator Date

By *RLM* 09/14/2017
Signature of Person Authorized to Sign Date

WITNESS _____
Date

ATTEST: Robert Lynn McNorton 09/14/2017
Corporate Secretary
(CORPORATE SEAL) Date

WITNESS _____
Date

ATTEST: _____
Witness Date

Award Date _____

ATTEST: _____
Witness Date

Effective Date _____



BID FORM

SPECIFICATION NUMBER PD 16-17.084

Re-Solicitation IT Room A/C Modifications for Escambia County Public

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 09/14/2017

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Public Safety Computer Room AC Upgrades 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:

Base Bid – Install AC system as per plans and specifications \$ 99,890.00

Alternate 1 – Additional amount to install one 20 Ton AC system in lieu of base bid
15 ton \$ 11,825.00

Alternate 2 – Add integrated controls upgrade kit..... \$ 23,775.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 9-7-17 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number EC0002926 CMC057195 Bidder: McNorton Mechanical Contractors, Inc.

Occupational License No. 114514 30133
114490 30114 By: Escambia County, FL Robert Lynn McNorton

Florida DBPR Contractor's License, Certification and/or Signature: BM Free

Registration No. EC0002926 CMC057195

Title: Free Certified Certified BM

Type of Contractor's License, Certification and/or Address: 1171 W Detroit Blvd

Registration General Contractor Electrical Contractor &
Mechanical Contractor Pensacola FL 32534

Expiration Date: 08/31/2018

Person to contact concerning this bid:

Lynn McNorton

Phone/Toll Free/Fax # 850-478-5164

Terms of Payment

(Check one) Net 30 Days ☒ 2% 10th Prox ☐

E-Mail Address: lmcnorton@mcnortonhvac.com

Home Page Address: _____

Will your company accept Escambia County Purchasing Cards? Yes ☐ No ☒

Person to contact for emergency service:

Lynn McNorton

Will your company accept Escambia County Direct
Payment Vouchers? Yes ☒ No ☐

Phone/Cell/Pager #: 850-478-5164

County Permits/Fees required for this project:

Permit	Cost
<u>Allow \$200</u>	<u>\$200.00</u>
_____	_____
_____	_____
_____	_____

Person to contact for disaster service:

McNorton Mechanical

Home Address: 1171 W Detroit Blvd

Pensacola FL 32534

Home Phone/Cell/Pager #: 850-478-5164

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of FIVE (5%) of bid.
(FIVE PERCENT)

The work shall be substantially completed within ninety-one (91) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within Thirty (30) consecutive calendar days from Substantial Completion. Liquidated damages of \$150 each day will be assessed for each day that completion of the project is delayed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. Dynamic Analysis - air test & balance - 850-393-1777 - PO Box 4733 Pensacola FL 32507
- 2.
- 3.
- 4.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13070

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Contract Award for Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project

From: Paul Nobles, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between the Board of County Commissioners of Escambia County, Florida, and Pensacola Concrete Construction Company, Inc., per the terms and conditions of PD 16-17.070, Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project, in the amount of \$206,562.41.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 17EN3855, \$198,409.00; and Fund 181, Master Drainage Basin VI, Cost Center 210724, Object Code 56301, No Project Number, \$8,155.41]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on August 14, 2017 and August 21, 2017. A Mandatory Pre-Solicitation Conference was held on August 29, 2017. Nine firms were represented at that meeting. Bids were received from three contractors on September 14, 2017. Pensacola Concrete Construction Company, Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 17EN3855, \$198,409.00; Fund 181, Master Drainage Basin VI, Cost Center 210724, Object Code 56301, No Project Number, \$8,155.41

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage and reviewed by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

Attachments

Agreement

Public Notice of Recommended Award

Bid Tabulation

Recommendation to Award Determination Checklist

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

Pensacola Concrete Construction Company, Inc.

For

PD 16-17.070, Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND PENSACOLA CONCRETE CONSTRUCTION
COMPANY, INC. FOR STANDARD ROAD/DRAINAGE
CONSTRUCTION CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Pensacola Concrete Construction Company, Inc., a Florida for profit corporation, to perform all work ("Work") in connection with PD 16-17.070, Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Two Hundred Six Thousand Five Hundred Sixty Two Dollars and Forty One Cents

\$206,562.41

SECTION 4. BONDS

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Thirty (30) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Sixty (60) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion

of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material
Exhibit H:	Technical Specifications
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as

follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)

Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Nick Chauvin, Engineering Project Coordinator

- B. All correspondence with the Contractor will be addressed to the following:

Pensacola Concrete Construction Company, Inc.
550 East Royce Street
Pensacola, Florida 32503
Attention: Benjamin Joyner, Jr., President

- C. Either party may change its above noted address by giving written notice to the other party

in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 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. 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**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Pensacola Concrete Construction Company, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:

Pensacola Concrete Construction Company, Inc., a **Florida** Corporation, authorized to conduct business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Benjamin Joyner, Jr., President

By: _____
Secretary

Date: _____

(Corporate Seal)

BCC Approved: October 19, 2017

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1.** It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.1.** If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.2.** Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.3.** "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

- 1.1.** Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

- 1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

- 2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

- 3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 3.4.** Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

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

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.6** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.7** Applications for Payment will not be approved unless all submittals required by the Contract

documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

- 4.1.** The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

- 5.1.** County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 5.2.** Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

- 6.1.** Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 6.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

- 6.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 6.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 6.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 7.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 7.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

- 7.1.2.** Soil conditions which adversely affect the Work;
- 7.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5.** All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6.** Description of Work being performed at the Project site;
- 7.1.7.** Any unusual or special occurrences at the Project site;
- 7.1.8.** Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2.** Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 7.3.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

- 8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 8.4.2.** The weather was unusual as documented by supporting data.
- 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
- 8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

- 9.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

- 9.2.** A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 9.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 9.5.** County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 9.6.** The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

- 10.1.** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2.** Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 10.3.** The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

- 11.1.** County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 11.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 11.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved

in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.8** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Section 14. CLEANUP AND PROTECTIONS

- 14.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 14.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

- 15.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

- 16.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 16.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

- 17.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8)

makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

- 19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 19.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 19.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

- 20.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

- 21.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

- 22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 22.3.** 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.
- 22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 23.2.** 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.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

- 24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

- 25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

- 26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

- 28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
- 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No. _____, _____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, as _____ of

_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer

(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees,
jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of
improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of

_____ as Surety, on behalf of Surety. He/she is personally known to me

OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Emily D. Weddington, CPPB, Purchasing Specialist
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4806
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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off" hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7)** The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____

Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

~ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

$P_a = P_b X (I_d - I_b)$ where:
 P_a = Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
 P_b = Bid unit price for Bituminous Material.
 I_d = Asphalt Price Index during the month in which the material is incorporated into the project.
 I_b = Asphalt Price Index during the month in which bids were received for this contract.
 - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
 - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Bob White Drive Pipe Rehabilitation & Headwall Repair Project BID # PD 16-17.070								
Bid Opening Time: 2:00 pm CDT Bid Opening Date: 09/14/2017 Bid Opening Location: Rm 11.407		Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
NAME OF BIDDER										
VacVision Environmental, LLC		Yes	Yes	n/a	Yes	Yes	Yes	Yes	Yes	\$340,200.00
Pensacola Concrete Construction Co., Inc.		Yes	Yes	n/a	Yes	Yes	Yes	Yes	Yes	\$206,562.41
J. Miller Construction, Inc.		Yes	Yes	n/a	No	No	Yes	Yes	No	* \$221,689.00
BIDS OPENED BY:		Emily Weddington, Purchasing Specialist				DATE: 09/14/2017				
BIDS TABULATED BY:		Emily Weddington, Purchasing Specialist				DATE: 09/14/2017				
BIDS WITNESSED BY:		Paul Nobles, Purchasing Manager				DATE: 09/14/2017				

CAR
DATE 10/19/2017

BOCC
DATE 10/19/2017

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Pensacola Concrete Construction Company, Inc., per the terms and conditions of PD 16-17.070 Bob White Drive Pipe Rehabilitation & Headwall Repair Project, in the amount of \$206,562.41.

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: *Price corrected per bid tabulation.

Posted @ 9:30 p.m. CDT on 09/29/2017

EDW *edw*

BOBWHITE DRIVE PIPE REHABILITAION PROJECT BID VERIFICATION				Pensacola Concrete Construction Co., Inc.		J. Miller Construction, Inc.		VacVision Environmental, LLC	
Bid Item No.	Item	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 9,085.00	\$ 9,085.00	\$ 15,000.00	\$ 15,000.00
2	Maintenance of Traffic	LS	1	\$ 300.00	\$ 300.00	\$ 1,800.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00
3	Erosion Control (<i>Silt Fence, Haybails, etc</i>)	LS	1	\$ 1,260.48	\$ 1,260.48	\$ 900.00	\$ 900.00	\$ 5,000.00	\$ 5,000.00
4	Clearing and Grubbing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00
5	Earthwork (<i>Excavation, Fill, Grading, etc</i>)	LS	1	\$ 5,133.98	\$ 5,133.98	\$ 1,200.00	\$ 1,200.00	\$ 10,000.00	\$ 10,000.00
6	Misc. Concrete	CY	1	\$ 451.00	\$ 451.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00
7	Remove and Replace Existing L-Shaped Headwall per plan (<i>If necessary, includes removing and replacing any unsuitable material, installation of bedding stone, connecting to existing pipe, and any pipe replacement</i>)	LS	1	\$ 14,206.48	\$ 14,206.48	\$ 11,775.00	\$ 11,775.00	\$ 25,000.00	\$ 25,000.00
8	Pre-Clean Existing Pipe Prior To Lining (<i>Includes Removing All Debris and Obstructions From Pipe</i>)	LS	1	\$ 8,187.01	\$ 8,187.01	\$ 9,006.00	\$ 9,006.00	\$ 10,000.00	\$ 10,000.00
9	Pre & Post Lining CCTV Video Inspection	LS	1	\$ 2,450.00	\$ 2,450.00	\$ 2,700.00	\$ 2,700.00	\$ 7,500.00	\$ 7,500.00
10	Install Cast-In-Place Pipe Liner	LS	1	\$ 156,498.00	\$ 156,498.00	\$ 164,323.00	\$ 164,323.00	\$ 221,750.00	\$ 221,750.00
11	Remove and Replace Existing County Type A Inlet Throat and Top (<i>If necessary</i>)	LS	1	\$ 4,017.49	\$ 4,017.49	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
12	Remove and Replace Existing County Type B Curb and Gutter (<i>If necessary</i>)	LF	20	\$ 33.25	\$ 665.00	\$ 50.00	\$ 1,000.00	\$ 200.00	\$ 4,000.00
13	Centipede Sod (<i>Includes all necessary top soil</i>)	SY	550	\$ 6.89	\$ 3,789.50	\$ 9.00	\$ 4,950.00	\$ 10.00	\$ 5,500.00
14	Argentine Bahia, Seed and Mulch	LB	10	\$ 32.12	\$ 321.20	\$ 40.00	\$ 400.00	\$ 200.00	\$ 2,000.00
15	18" Depth Rip Rap Rubble with 4" Bedding Stone and Filter Fabric	SY	27	\$ 117.21	\$ 3,164.67	\$ 200.00	\$ 5,400.00	\$ 200.00	\$ 5,400.00
16	6' Wood Privacy Wood Privacy Fence (<i>Non alternating Vertical Boards</i>)	LF	55	\$ 20.32	\$ 1,117.60	\$ 30.00	\$ 1,650.00	\$ 60.00	\$ 3,300.00
BID TOTAL					\$ 206,562.41	\$ 221,689.00		\$ 340,200.00	
CONTRACTORS BID AS SUBMITTED					\$ 206,562.41	\$ 221,686.00		\$ 340,200.00	
DIFFERENCE					\$ -	\$ 3.00		\$ -	

BIDS VERIFIED ON **September 14, 2017** BY:

Nicolas Chauvin
Engineering Project Coordinator
Escambia County Public Works Department - Engineering Division

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)**

SECTION 1

- GENERAL INFORMATION SECTION -

Description: Bobwhite Drive Pipe Rehabilitation & Headwall Repair Project

Bid Number PD: 16-17.070

Opening Date/Time: September 21, 2017 at 2:00 p.m.

Purchasing Agent: Emily Weddington

Client Department: Public Works

Dept. Director/Designee: Joy Jones

Protest Information: Purchasing will advise of any Protest(s)

Note: Purchasing will advise of any Protest(s)

Requisition # N/A Verify

Fund: ** Verify

Cost Center: _____ Verify

Object Code: _____ Verify

Project Number: _____ Verify

Fund 352, LOST III, Cost Center 210107, Object Code 56301,
Project 17EN3855 \$198,409

Fund 181, Master Drainage Basin Fund VI, Cost Center
210724, Object Code 56301, No Project Number, \$8155.41



Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public
Works, ou=Engineering,
email=rlambert@myescambia.com, c=US
Date: 2017.09.25 08:31:47 -05'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ☒ Yes ☐ No

Note: Attachments to Requisition shall Reference PD # 16-17.070

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)

Recommend awarding the bid to Pensacola Concrete Construction Co., Inc. for the base bid amount of \$206,562.41



Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public
Works, ou=Engineering Division,
email=Nick_Chauvin@myescambia.c
om, c=US
Date: 2017.09.25 08:15:29 -05'00'

Unit Price Extensions Checked by: _____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: None

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**



Joy Jones
cn=Joy Jones, o=Public Works,
ou=Engineering,
email=djjones@myescambia.com, c=US
2017.09.25 08:34:02 -05'00'

Department Director/Designee Approval: _____



Purchasing Manager/Designee Approval _____

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).



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13073

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Contract Award for Rebel Road Drainage Improvements

From: Paul Nobles, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Rebel Road Drainage Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between the Board of County Commissioners of Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 16-17.082, Rebel Road Drainage Improvements, in the amount of \$669,897.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 16EN3471]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on August 21, 2017 and August 28, 2017. A Mandatory Pre-Solicitation Conference was held on September 5, 2017. Ten firms were represented at that meeting. An addendum was issued September 14, 2017 to remove the Mandatory Pre-Solicitation Conference attendance requirement for this solicitation. Bids were received from eight contractors on September 21, 2017. Site and Utility, LLC is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 16EN3471

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage and reviewed by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

Attachments

Agreement

Public Notice of Recommended Award

Bid Tabulation

Recommendation to Award Determination Checklist

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

Site and Utility, LLC

For

PD 16-17.082, Rebel Road Drainage Improvements

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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[Description/Sheet No./Date]	
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND SITE AND UTILITY, LLC FOR STANDARD
ROAD/DRAINAGE CONSTRUCTION CONTRACT
DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Site and Utility, LLC, a Florida for profit limited liability company, to perform all work ("Work") in connection with PD 16-17.082, Rebel Road Drainage Improvements ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Six Hundred Sixty Nine Thousand Eight Hundred Ninety Seven Dollars

\$669,897.00

SECTION 4. BONDS

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Fifty (150) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Eighty (180) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment - Bituminous Material
- Exhibit H: Technical Specifications
- Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Nick Chauvin, Engineering Project Coordinator

- B. All correspondence with the Contractor will be addressed to the following:

Site and Utility, LLC
17 West Maxwell Street
Pensacola, Florida 32501
Attention: Robert K. Godfrey, Jr., Vice President

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 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. 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**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Site and Utility, LLC signing by and through its President, duly authorized to execute same.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:

Site and Utility, LLC, a **Florida** Limited Liability Company, authorized to conduct business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

Robert K. Godfrey, Jr., Vice President

By: _____
Secretary

Date: _____

(Corporate Seal)

BCC Approved: October 19, 2017

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

- 1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

- 2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

- 3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 3.4.** Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

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

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.6** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

- 4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

- 5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

- 6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

- 6.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 6.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 6.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 7.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 7.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2.** Soil conditions which adversely affect the Work;
- 7.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5.** All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6.** Description of Work being performed at the Project site;
- 7.1.7.** Any unusual or special occurrences at the Project site;
- 7.1.8.** Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2.** Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 7.3.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

- 8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
 - 8.4.2.** The weather was unusual as documented by supporting data.
 - 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
 - 8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

- 9.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

- 9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

- 10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 10.3.** The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

- 11.1.** County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 11.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 11.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or Limited Liability Company to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or Limited Liability Company to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.8** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Section 14. CLEANUP AND PROTECTIONS

- 14.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 14.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

- 15.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

- 16.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 16.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

- 17.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

- 19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 19.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 19.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

- 20.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

- 21.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

- 22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 22.3.** 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.
- 22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 23.2.** 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.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

- 24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

- 25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

- 26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

- 28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No. _____, _____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ Limited Liability Company, on behalf of the Limited Liability Company. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, as _____ of

_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer

(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ Limited Liability Company, on behalf of the Limited Liability Company. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of

_____ as Surety, on behalf of Surety. He/she is personally known to me

OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Emily D. Weddington, CPPB, Purchasing Specialist
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4806
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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off" hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7)** The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ Limited Liability Company, on behalf of the Limited Liability Company. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

CONSTRUCTION CHANGE ORDER

Change Order Number _____

Contract Number _____

PD _____

Date: _____

Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

~ Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' $P_b X (I_d - I_b)$ where:
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ' Bid unit price for Bituminous Material.
Id ' Asphalt Price Index during the month in which the material is incorporated into the project.
Ib ' Asphalt Price Index during the month in which bids were received for this contract.
 - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
 - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Rebel Road Drainage Improvements BID # PD 16-17.082								
Bid Opening Time: 2:00 pm CDT Bid Opening Date: 09/21/2017 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowledgement	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid	Alternate	Grand Total
NAME OF BIDDER										
B & W Utilities, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	* \$695,173.12	\$21,516.00	* \$716,689.12
BKW, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$847,793.08	\$11,978.00	\$859,771.08
Chavers Construction, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$754,583.24	\$8,000.00	\$762,583.24
J. Miller Construction, Inc.	Yes	Yes	No	No	Yes	Yes	No	\$710,498.02	\$3,200.00	\$713,698.02
Panhandle Grading & Paving, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$829,295.50	\$5,000.00	\$834,295.50
Roads, Inc. of NWF	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$866,477.49	\$3,112.00	\$869,589.49
Site and Utility, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$667,897.00	\$2,000.00	\$669,897.00
Utility Service Co., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	* \$741,014.73	\$4,356.00	* \$745,370.73
BIDS OPENED BY:	Emily Weddington, Purchasing Specialist DATE: 09/21/2017									
BIDS TABULATED BY:	Emily Weddington, Purchasing Specialist DATE: 09/29/2017									
BIDS WITNESSED BY:	Paul Nobles, Purchasing Manager DATE: 09/21/2017									

CAR
DATE 10/19/2017

BOCC
DATE 10/19/2017

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Site and Utility, LLC, per the terms and conditions of PD 16-17.082 Rebel Road Drainage Improvements, in the amount of \$669,897.00.

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: *Prices corrected after bids were verified per bid tabulation.

Posted @ 9:30 p.m. CDT on 09/29/2017

EDW 

Certified Bid Tabulation
Rebel Road Drainage Improvements
PD 16-17.082

Rebel Road Drainage Improvements - Base Bid				Roads, Inc. of NWF 106 Stone Blvd, Cantonment, FL 32533 (850) 968-0991		Utility Service Co., Inc. 4326 Gulf Breeze Pkwy, Gulf Breeze, FL 32563 (850) 932-0258		Site and Utility, LLC 17 W Maxwell Street, Pensacola, FL 32501 (850) 439-5734		BKW, Inc. 3182 Pittman Ave, Pensacola, FL 32534 (850) 484-4323		Chavers Construction, Inc. 1795 Detroit Blvd, Pensacola, FL 32534 (850) 474-1966		Panhandle Grading & Paving, Inc. 2665 Solo Dos Familia, Pensacola, FL 32534 (850) 478-5250		J. Miller Construction, Inc. 8900 Waring Road, Pensacola, FL 32534 (850) 494-0240		B&W Utilities, Inc. 1610 Success Drive, Cantonment, FL 32533 (850) 968-5404	
Bid Item No.	Description	Quantity	Units	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization	1	LS	\$ 64,307.52	\$ 64,307.52	\$ 13,250.00	\$ 13,250.00	\$ 47,000.00	\$ 47,000.00	\$ 46,445.09	\$ 46,445.09	\$ 35,932.54	\$ 35,932.54	\$ 98,980.00	\$ 98,980.00	\$ 42,300.00	\$ 42,300.00	\$ 20,130.00	\$ 20,130.00
2	Maintenance of Traffic (Includes Plan, Notification, and Implementation)	1	LS	\$ 32,136.29	\$ 32,136.29	\$ 6,089.90	\$ 6,089.90	\$ 7,000.00	\$ 7,000.00	\$ 14,262.24	\$ 14,262.24	\$ 19,900.00	\$ 19,900.00	\$ 23,850.00	\$ 23,850.00	\$ 15,000.00	\$ 15,000.00	\$ 3,250.00	\$ 3,250.00
3	Erosion Control (Includes Implementation of SWPPP Plan, NPDES General Permit, NOI, NOT, monitoring, replacement, etc.)	1	LS	\$ 31,166.27	\$ 31,166.27	\$ 15,656.13	\$ 15,656.13	\$ 10,000.00	\$ 10,000.00	\$ 13,429.05	\$ 13,429.05	\$ 14,500.00	\$ 14,500.00	\$ 18,000.00	\$ 18,000.00	\$ 7,375.00	\$ 7,375.00	\$ 4,940.00	\$ 4,940.00
4	Clearing and Grubbing (includes all above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated)	1	LS	\$ 69,101.09	\$ 69,101.09	\$ 40,538.99	\$ 40,538.99	\$ 27,000.00	\$ 27,000.00	\$ 10,545.45	\$ 10,545.45	\$ 40,129.00	\$ 40,129.00	\$ 83,200.00	\$ 83,200.00	\$ 56,695.00	\$ 56,695.00	\$ 47,334.38	\$ 47,334.38
5	Relocate Existing Cluster Box Unit Mailbox (includes removing and replacing existing concrete pad)	1	LS	\$ 1,318.80	\$ 1,318.80	\$ 673.81	\$ 673.81	\$ 1,200.00	\$ 1,200.00	\$ 2,011.16	\$ 2,011.16	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 390.00	\$ 390.00
6	Remove and Re-install Existing Brick Mailbox	2	EA	\$ 1,446.99	\$ 2,893.98	\$ 811.72	\$ 1,623.44	\$ 405.00	\$ 810.00	\$ 521.07	\$ 1,042.14	\$ 1,750.00	\$ 3,500.00	\$ 4,800.00	\$ 9,600.00	\$ 1,100.00	\$ 2,200.00	\$ 568.75	\$ 1,137.50
7	Remove Existing Brick Mailbox and Replace with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post (use if structural integrity of existing brick mailbox is compromised)	2	EA	\$ 406.95	\$ 813.90	\$ 259.20	\$ 518.40	\$ 310.00	\$ 620.00	\$ 943.32	\$ 1,886.64	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 227.50	\$ 455.00
8	Relocate Existing Mailbox	21	EA	\$ 72.53	\$ 1,523.13	\$ 68.60	\$ 1,440.60	\$ 100.00	\$ 2,100.00	\$ 145.90	\$ 3,063.90	\$ 100.00	\$ 2,100.00	\$ 200.00	\$ 4,200.00	\$ 50.00	\$ 1,050.00	\$ 149.50	\$ 3,139.50
9	Earthwork (Excavation, Fill, Grading, etc)	1	LS	\$ 71,316.20	\$ 71,316.20	\$ 23,126.65	\$ 23,126.65	\$ 24,000.00	\$ 24,000.00	\$ 9,014.85	\$ 9,014.85	\$ 51,277.00	\$ 51,277.00	\$ 53,600.00	\$ 53,600.00	\$ 18,150.00	\$ 18,150.00	\$ 10,328.50	\$ 10,328.50
10	Remove and Replace Unsuitable Materials	100	CY	\$ 24.89	\$ 2,489.00	\$ 33.37	\$ 3,337.00	\$ 18.00	\$ 1,800.00	\$ 32.03	\$ 3,203.00	\$ 25.00	\$ 2,500.00	\$ 16.00	\$ 1,600.00	\$ 30.00	\$ 3,000.00	\$ 47.29	\$ 4,729.00
11	2" County Spec 2500 Type SP 12.5 Asphalt	344	SY	\$ 17.57	\$ 6,044.08	\$ 16.80	\$ 5,779.20	\$ 26.00	\$ 8,944.00	\$ 27.34	\$ 9,404.96	\$ 15.00	\$ 5,160.00	\$ 20.00	\$ 6,880.00	\$ 12.00	\$ 4,128.00	\$ 32.73	\$ 11,259.12
12	Lateral Pavement Patch as per County Detail (6" GAB)	197	SY	\$ 41.94	\$ 8,262.18	\$ 73.85	\$ 14,548.45	\$ 32.00	\$ 6,304.00	\$ 61.65	\$ 12,145.05	\$ 72.00	\$ 14,184.00	\$ 30.00	\$ 5,910.00	\$ 55.00	\$ 10,835.00	\$ 147.04	\$ 28,966.88
13	Saw cut Existing Asphalt	460	LF	\$ 1.74	\$ 800.40	\$ 3.20	\$ 1,472.00	\$ 3.50	\$ 1,610.00	\$ 4.48	\$ 2,060.80	\$ 1.00	\$ 460.00	\$ 3.00	\$ 1,380.00	\$ 1.00	\$ 460.00	\$ 7.35	\$ 3,381.00
14	6" Stabilized Subgrade, County Spec 2300 (For Driveways)	1015	SY	\$ 7.62	\$ 7,734.30	\$ 1.00	\$ 1,015.00	\$ 2.20	\$ 2,233.00	\$ 2.08	\$ 2,111.20	\$ 7.00	\$ 7,105.00	\$ 3.00	\$ 3,045.00	\$ 4.00	\$ 4,060.00	\$ 4.97	\$ 5,044.55
15	12" Stabilized Subgrade, County Spec 2300	344	SY	\$ 6.56	\$ 2,256.64	\$ 5.77	\$ 1,984.88	\$ 2.50	\$ 860.00	\$ 2.64	\$ 908.16	\$ 8.00	\$ 2,752.00	\$ 3.00	\$ 1,032.00	\$ 4.00	\$ 1,376.00	\$ 21.74	\$ 7,478.56
16	6" Graded Aggregate Base, County Spec 2400	344	SY	\$ 21.82	\$ 7,506.08	\$ 32.97	\$ 11,341.68	\$ 20.00	\$ 6,880.00	\$ 31.90	\$ 10,973.60	\$ 22.00	\$ 7,568.00	\$ 20.00	\$ 6,880.00	\$ 18.33	\$ 6,305.52	\$ 47.20	\$ 16,236.80
17	Type SP 12.5 Asphalt Overlay/Leveling Course From STA 15+27.18 to STA 18+27.57 (110 lbs/sylin) (Includes Milling at Tie-Ins)	1	LS	\$ 7,923.38	\$ 7,923.38	\$ 10,920.00	\$ 10,920.00	\$ 18,000.00	\$ 18,000.00	\$ 46,809.85	\$ 46,809.85	\$ 24,550.00	\$ 24,550.00	\$ 3,800.00	\$ 3,800.00	\$ 9,900.00	\$ 9,900.00	\$ 15,574.00	\$ 15,574.00
18	Relocate Existing Traffic Signs	1	LS	\$ 494.55	\$ 494.55	\$ 268.74	\$ 268.74	\$ 100.00	\$ 100.00	\$ 864.66	\$ 864.66	\$ 850.00	\$ 850.00	\$ 375.00	\$ 375.00	\$ 300.00	\$ 300.00	\$ 390.00	\$ 390.00
19	FDOT Type F Curb and Gutter, FDOT Index 300	80	LF	\$ 25.17	\$ 2,013.60	\$ 37.21	\$ 2,976.80	\$ 21.00	\$ 1,680.00	\$ 30.01	\$ 2,400.80	\$ 25.00	\$ 2,000.00	\$ 23.00	\$ 1,840.00	\$ 22.00	\$ 1,760.00	\$ 24.38	\$ 1,950.40
20	1" Ribbon Curb, per County Detail	1243	LF	\$ 16.74	\$ 20,807.82	\$ 21.54	\$ 26,774.22	\$ 16.00	\$ 19,888.00	\$ 26.23	\$ 32,603.89	\$ 18.00	\$ 22,374.00	\$ 16.00	\$ 19,888.00	\$ 16.50	\$ 20,509.50	\$ 15.82	\$ 19,664.26
21	County Type B Curb, per County Detail	50	LF	\$ 29.01	\$ 1,450.50	\$ 34.95	\$ 1,747.50	\$ 21.00	\$ 1,050.00	\$ 38.49	\$ 1,924.50	\$ 25.00	\$ 1,250.00	\$ 23.00	\$ 1,150.00	\$ 22.00	\$ 1,100.00	\$ 31.20	\$ 1,560.00
22	4" Fiber Reinforced Concrete Driveway	1015	SY	\$ 46.16	\$ 46,852.40	\$ 46.93	\$ 47,633.95	\$ 38.00	\$ 38,570.00	\$ 59.32	\$ 60,209.80	\$ 40.00	\$ 40,600.00	\$ 38.50	\$ 39,077.50	\$ 36.00	\$ 36,540.00	\$ 38.94	\$ 39,524.10
23	Saw cut Existing Concrete	365	LF	\$ 1.78	\$ 649.70	\$ 6.26	\$ 2,284.90	\$ 3.50	\$ 1,277.50	\$ 2.85	\$ 1,040.25	\$ 4.25	\$ 1,551.25	\$ 3.00	\$ 1,095.00	\$ 2.00	\$ 730.00	\$ 3.47	\$ 1,266.55
24	Misc. Concrete	35	CY	\$ 435.20	\$ 15,232.00	\$ 183.50	\$ 6,422.50	\$ 350.00	\$ 12,250.00	\$ 356.48	\$ 12,476.80	\$ 750.00	\$ 26,250.00	\$ 365.00	\$ 12,775.00	\$ 400.00	\$ 14,000.00	\$ 234.00	\$ 8,190.00
25	Ditch Bottom Inlet, Type C, Top and Bottom	17	EA	\$ 2,994.42	\$ 50,905.14	\$ 2,759.00	\$ 46,903.00	\$ 2,150.00	\$ 36,550.00	\$ 4,978.53	\$ 84,635.01	\$ 2,150.00	\$ 36,550.00	\$ 2,500.00	\$ 42,500.00	\$ 1,896.00	\$ 32,232.00	\$ 2,244.41	\$ 38,154.97
26	Ditch Bottom Inlet, Type E, Top and Bottom	6	EA	\$ 4,476.86	\$ 26,861.16	\$ 4,994.25	\$ 29,965.50	\$ 3,025.00	\$ 18,150.00	\$ 6,074.24	\$ 36,445.44	\$ 3,850.00	\$ 23,100.00	\$ 4,400.00	\$ 26,400.00	\$ 3,140.00	\$ 18,840.00	\$ 3,441.75	\$ 20,650.50
27	Inlet #9, Ditch Bottom Inlet, Offset Type E, Top and Bottom	1	LS	\$ 6,310.34	\$ 6,310.34	\$ 9,973.26	\$ 9,973.26	\$ 5,010.00	\$ 5,010.00	\$ 7,977.56	\$ 7,977.56	\$ 5,100.00	\$ 5,100.00	\$ 12,700.00	\$ 12,700.00	\$ 6,014.00	\$ 6,014.00	\$ 11,648.00	\$ 11,648.00
28	Inlet #10, Ditch Bottom Inlet, Offset Type E, Top and Bottom (Includes Fiber Reinforced Concrete Apron)	1	LS	\$ 10,328.06	\$ 10,328.06	\$ 13,692.34	\$ 13,692.34	\$ 7,050.00	\$ 7,050.00	\$ 8,905.63	\$ 8,905.63	\$ 7,500.00	\$ 7,500.00	\$ 16,000.00	\$ 16,000.00	\$ 8,030.00	\$ 8,030.00	\$ 12,428.00	\$ 12,428.00
29	Inlet #29, Ditch Bottom Inlet, Modified Type E, Top and Bottom	1	LS	\$ 5,468.94	\$ 5,468.94	\$ 6,903.65	\$ 6,903.65	\$ 4,350.00	\$ 4,350.00	\$ 6,981.69	\$ 6,981.69	\$ 4,375.00	\$ 4,375.00	\$ 6,000.00	\$ 6,000.00	\$ 4,660.00	\$ 4,660.00	\$ 4,615.00	\$ 4,615.00
30	Inlet #30, Ditch Bottom Inlet, Modified Type E, Top and Bottom	1	LS	\$ 6,057.15	\$ 6,057.15	\$ 8,078.42	\$ 8,078.42	\$ 4,310.00	\$ 4,310.00	\$ 6,940.11	\$ 6,940.11	\$ 4,275.00	\$ 4,275.00	\$ 7,500.00	\$ 7,500.00	\$ 4,597.00	\$ 4,597.00	\$ 4,550.00	\$ 4,550.00
31	Inlet #31, Ditch Bottom Inlet, Type E, Top and Bottom (Includes Fiber Reinforced Concrete Flume and Apron)	1	LS	\$ 7,072.89	\$ 7,072.89	\$ 10,611.16	\$ 10,611.16	\$ 3,150.00	\$ 3,150.00	\$ 6,159.29	\$ 6,159.29	\$ 4,150.00	\$ 4,150.00	\$ 5,000.00	\$ 5,000.00	\$ 6,007.00	\$ 6,007.00	\$ 5,752.50	\$ 5,752.50
32	County Type A-1 Curb Inlet, Top and Bottom	2	EA	\$ 6,346.13	\$ 12,692.26	\$ 7,684.12	\$ 15,368.24	\$ 3,450.00	\$ 6,900.00	\$ 6,611.78	\$ 13,223.56	\$ 3,750.00	\$ 7,500.00	\$ 5,700.00	\$ 11,400.00	\$ 5,250.00	\$ 10,500.00	\$ 4,940.00	\$ 9,880.00
33	Junction Box with Manhole	1	LS	\$ 5,017.51	\$ 5,017.51	\$ 6,180.86	\$ 6,180.86	\$ 3,330.00	\$ 3,330.00	\$ 6,635.55	\$ 6,635.55	\$ 3,922.00	\$ 3,922.00	\$ 5,200.00	\$ 5,200.00	\$ 4,000.00	\$ 4,000.00	\$ 3,672.50	\$ 3,672.50
34	18" DW HDPE Pipe	684	LF	\$ 33.61	\$ 22,989.24	\$ 32.60	\$ 22,298.40	\$ 34.50	\$ 23,598.00	\$ 44.67	\$ 30,554.28	\$ 34.75	\$ 23,769.00	\$ 28.00	\$ 19,152.00	\$ 36.50	\$ 24,966.00	\$ 27.12	\$ 18,550.08
35	24" DW HDPE Pipe	713	LF	\$ 45.00	\$ 32,085.00	\$ 51.64	\$ 36,819.32	\$ 42.50	\$ 30,302.50	\$ 50.67	\$ 36,127.71	\$ 41.50	\$ 29,589.50	\$ 40.00	\$ 28,520.00	\$ 46.00	\$ 32,798.00	\$ 45.66	\$ 32,555.88
36	30" DW HDPE Pipe	1418	LF	\$ 61.17	\$ 86,739.06	\$ 67.31	\$ 95,445.58	\$ 59.00	\$ 83,662.00	\$ 64.80	\$ 91,886.40	\$ 57.25	\$ 81,180.50	\$ 56.00	\$ 79,408.00	\$ 70.00	\$ 99,260.00	\$ 63.99	\$ 90,737.82
37	36" DW HDPE Pipe	1132	LF	\$ 73.13	\$ 82,783.16	\$ 78.25	\$ 88,579.00	\$ 69.00	\$ 78,108.00	\$ 74.59	\$ 84,435.88	\$ 71.00	\$ 80,372.00	\$ 73.00	\$ 82,636.00	\$ 90.00	\$ 101,880.00	\$ 66.45	\$ 75,221.40
38	42" DW HDPE Pipe	98	LF	\$ 112.19	\$ 10,994.62	\$ 107.85	\$ 10,569.30	\$ 85.00	\$ 8,330.00	\$ 99.32	\$ 9,733.36	\$ 110.00	\$ 10,780.00	\$ 87.00	\$ 8,526.00	\$ 125.00	\$ 12,250.00	\$ 134.92	\$ 13,222.16
39	18" RCP Pipe	91	LF	\$ 62.42	\$ 5,680.22	\$ 81.65	\$ 7,430.15	\$ 44.00	\$ 4,004.00	\$ 89.55	\$ 8,149.05	\$ 45.95	\$ 4,181.45	\$ 36.00	\$ 3,276.00	\$ 50.00	\$ 4,550.00	\$ 80.80	\$ 7,352.80
40	24" RCP Pipe	117	LF	\$ 65.02	\$ 7,607.34	\$ 65.32	\$ 7,642.44	\$ 53.00	\$ 6,201.00	\$ 91.05	\$ 10,652.85	\$ 59.00	\$ 6,903.00	\$ 50.00	\$ 5,850.00	\$ 60.00	\$ 7,020.00	\$ 55.56	\$ 6,500.52
41	36" RCP Pipe	147	LF	\$ 116.15	\$ 17,074.05	\$ 153.16	\$ 22,514.52	\$ 80.00	\$ 11,760.00	\$ 123.74	\$ 18,189.78	\$ 99.00	\$ 14,553.00	\$ 90.00	\$ 13,230.00	\$ 100.00	\$ 14,700.00	\$ 117.92	\$ 17,334.24
42	18" RCP Mitered End Section (Includes Fiber Reinforced Concrete Apron)	2	EA	\$ 2,330.13	\$ 4,660.26	\$ 1,411.11	\$ 2,822.22	\$ 700.00	\$ 1,400.00	\$ 1,400.58	\$ 2,801.16	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 3,282.50	\$ 6,565.00
43	42" RCP Mitered End Section (Includes Concrete Splash Pad with Rebar and Welded Wire Mesh)	1	LS	\$ 6,017.91	\$ 6,017.91	\$ 7,726.68	\$ 7,726.68	\$ 4,650.00	\$ 4,650.00	\$ 4,074.78	\$ 4,074.78	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,575.00	\$ 3,575.00
44	Abandon (Cap) Existing RCP Pipes	1	LS	\$ 1,495.63	\$ 1,495.63	\$ 1,539.77	\$ 1,539.77	\$ 700.00	\$ 700.00	\$ 3,581.54	\$ 3,581.54	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,040.00	\$ 1,040.00
45	Relocate Existing Water Meter	17	EA	\$ 223.98	\$ 3,807.66	\$ 300.99	\$ 5,116.83	\$ 580.00	\$ 9,860.00	\$ 416.80	\$ 7,085.60	\$ 250.00	\$ 4,250.00	\$ 350.00	\$ 5,950.00	\$ 330.00	\$ 5,610.00	\$ 267.65	\$ 4,550.05
46	Install Short Water Services (ECUA spec)	1	LS	\$ 1,237.89	\$ 1,237.89														

Rebel Road Drainage Improvements
PD 16-17.082

Rebel Road Drainage Improvements - Base Bid

				Roads, Inc. of NWF		Utility Service Co., Inc.		Site and Utility, LLC		BKW, Inc.		Chavers Construction, Inc.		Panhandle Grading & Paving, Inc.		J. Miller Construction, Inc.		B&W Utilities, Inc.	
				106 Stone Blvd, Cantonment, FL 32533		4326 Gulf Breeze Pkwy, Gulf Breeze, FL 32563		17 W Maxwell Street, Pensacola, FL 32501		3182 Pittman Ave, Pensacola, FL 32534		1795 Detroit Blvd, Pensacola, FL 32534		2665 Solo Dos Familia, Pensacola, FL 32534		8900 Waring Road, Pensacola, FL 32534		1610 Success Drive, Cantonment, FL 32533	
				(850) 968-0991		(850) 932-0258		(850) 439-5734		(850) 484-4323		(850) 474-1966		(850) 478-5250		(850) 494-0240		(850) 968-5404	
47	Install Long Water Service (ECUA spec)	1	LS	\$ 1,275.78	\$ 1,275.78	\$ 1,622.21	\$ 1,622.21	\$ 8,200.00	\$ 8,200.00	\$ 3,708.03	\$ 3,708.03	\$ 1,600.00	\$ 1,600.00	\$ 2,800.00	\$ 2,800.00	\$ 1,300.00	\$ 1,300.00	\$ 1,040.00	\$ 1,040.00
48	Repair Existing Water Service Lines	1	LS	\$ 2,200.00	\$ 2,200.00	\$ 8,277.31	\$ 8,277.31	\$ 7,000.00	\$ 7,000.00	\$ 3,410.64	\$ 3,410.64	\$ 10,000.00	\$ 10,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,900.00	\$ 1,900.00	\$ 1,560.00	\$ 1,560.00
49	Flush Hydrant (ECUA spec)	1	LS	\$ 2,589.53	\$ 2,589.53	\$ 1,894.36	\$ 1,894.36	\$ 2,800.00	\$ 2,800.00	\$ 1,812.68	\$ 1,812.68	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 812.50	\$ 812.50
50	3" Water Main	180	LF	\$ 9.44	\$ 1,699.20	\$ 17.65	\$ 3,177.00	\$ 12.00	\$ 2,160.00	\$ 17.64	\$ 3,175.20	\$ 30.00	\$ 5,400.00	\$ 18.00	\$ 3,240.00	\$ 23.00	\$ 4,140.00	\$ 19.45	\$ 3,501.00
51	Adjust Existing Water Valve (Rings and Boxes To Be Provided By Contractor) Includes Concrete Collar	1	LS	\$ 796.93	\$ 796.93	\$ 876.13	\$ 876.13	\$ 1,600.00	\$ 1,600.00	\$ 996.80	\$ 996.80	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 650.00	\$ 650.00
52	Centipede Sod (Includes all necessary top soil)	9000	SY	\$ 3.76	\$ 33,840.00	\$ 2.46	\$ 22,140.00	\$ 4.80	\$ 43,200.00	\$ 3.92	\$ 35,280.00	\$ 3.30	\$ 29,700.00	\$ 2.20	\$ 19,800.00	\$ 3.75	\$ 33,750.00	\$ 4.16	\$ 37,440.00
53	18" Depth Rip Rap Rubble with 4" Bedding Stone and Filter Fabric	20	SY	\$ 128.47	\$ 2,569.40	\$ 135.34	\$ 2,706.80	\$ 110.00	\$ 2,200.00	\$ 287.74	\$ 5,754.80	\$ 155.00	\$ 3,100.00	\$ 120.00	\$ 2,400.00	\$ 110.00	\$ 2,200.00	\$ 85.93	\$ 1,718.60
54	Remove and Replace Existing Wood Privacy Fence	105	LF	\$ 24.07	\$ 2,527.35	\$ 15.82	\$ 1,661.10	\$ 17.00	\$ 1,785.00	\$ 37.83	\$ 3,972.15	\$ 28.00	\$ 2,940.00	\$ 30.00	\$ 3,150.00	\$ 14.00	\$ 1,470.00	\$ 24.76	\$ 2,599.80

BASE BID TOTAL	\$866,477.49	\$741,014.73	\$667,897.00	\$847,793.08	\$754,583.24	\$829,295.50	\$710,498.02	\$695,173.12
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Rebel Road Drainage Improvements - Bid Alternate

Bid Item No.	Description	Quantity	Units	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
ALT-1	Dewatering, Well Point (Includes Daily Pump Rental and any other aspects required to dewater)	200	LF	\$ 15.56	\$ 3,112.00	\$ 21.78	\$ 4,356.00	\$ 10.00	\$ 2,000.00	\$ 59.89	\$ 11,978.00	\$ 40.00	\$ 8,000.00	\$ 25.00	\$ 5,000.00	\$ 16.00	\$ 3,200.00	\$ 107.58	\$ 21,516.00

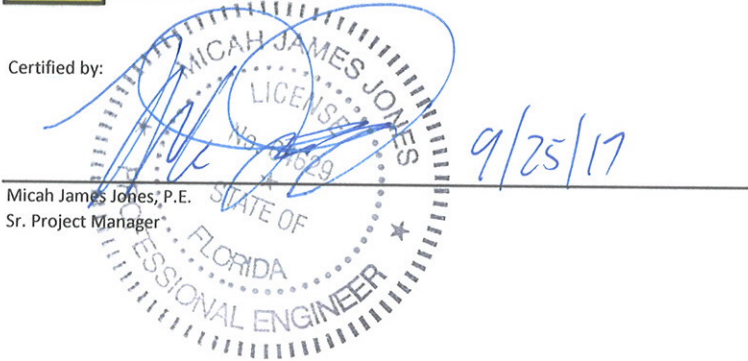
BID ALTERNATE TOTAL	\$3,112.00	\$4,356.00	\$2,000.00	\$11,978.00	\$8,000.00	\$5,000.00	\$3,200.00	\$21,516.00
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TOTAL BID	\$869,589.49	\$745,370.73	\$669,897.00	\$859,771.08	\$762,583.24	\$834,295.50	\$713,698.02	\$716,689.12
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Indicates Different Than As-Read Bid

Certified by:

Micah James Jones, P.E.
Sr. Project Manager



**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)**

SECTION 1

- GENERAL INFORMATION SECTION -

Description: Rebel Road Drainage Improvement Project

Bid Number PD: 16-17.082

Opening Date/Time: September 21, 2017 at 2 p.m.

Purchasing Agent: Emily Weddington

Client Department: Public Works

Dept. Director/Designee: Nick Chauvin

Protest Information: Purchasing will advise of any Protest(s)

Note: Purchasing will advise of any Protest(s)

Requisition # N/A Verify

Fund: Fund 352 - LOST III Verify

Cost Center: 210107 Verify

Object Code: 56301 Verify

Project Number: 16EN3471 Verify

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public
Works, ou=Engineering,
email=rlambert@myescambia.com,
c=US
Date: 2017.09.26 09:53:36 -05'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation

Yes ☒ No

Note: Attachments to Requisition shall Reference PD # 16-17.082

Comments Applicable to General Information Section:

(See Attached Tab Sheet)

SECTION 2

- RECOMMENDED AWARD SECTION -

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Recommend awarding the bid to Site & Utility, LCC for the total bid amount of \$669,897.00

Unit Price Extensions Checked by:

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public
Works, ou=Engineering Division,
email=Nick_Chauvin@myescambia.c
om, c=US
Date: 2017.09.26 09:45:44 -05'00'

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: None

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**

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public
Works, ou=Engineering Division,
email=Nick_Chauvin@myescambia.c
om, c=US
Date: 2017.09.26 09:43:31 -05'00'

Department Director/Designee Approval:

Purchasing Manager/Designee Approval

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).



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12511

County Administrator's Report 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Approval of Memorandum of Understanding between the School Board of Escambia County, Florida and Escambia County, Florida

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between the School Board of Escambia County, Florida and Escambia County, Florida - Tamyra Jarvis, Director of Corrections

That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Road Prison, for a not-to-exceed amount of \$55,564.50 (\$30,564.50 for full-time vocational instructor, \$5,000 for part-time certified testing administrator, \$20,000 for materials, equipment and supplies); and

B. Authorize the Chairman to execute the agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary]

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 adult students incarcerated at the Escambia County Road Prison. The agreement will provide career, technical and adult education to those inmates/students that are eligible for the program.

BUDGETARY IMPACT:

The Road Prison's Inmate Commissary cost center will cover the costs of the agreement. Funding is available in the Transportation Trust Fund 175, Inmate Commissary Cost Center 290205.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

The Inmate Commissary cost center will cover the personnel costs of the agreement. Funding is available in the Transportation Trust Fund 175, Inmate Commissary Cost Center 290205.

POLICY/REQUIREMENT FOR BOARD ACTION:



This recommendation complies with County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all agreements/contracts.

IMPLEMENTATION/COORDINATION:

The Road Prison 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.

Attachments

Memorandum of Understanding Between the School Board of Escambia County, Florida and Escambia County, Florida

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. K.3.	
TITLE Memorandum of Understanding Between the School Board of Escambia County, Florida and Escambia County, Florida		SUBMITTED BY: Dr. Michelle Taylor, Director, Workforce Education	
PERIOD OF GRANT/CONTRACT REQUEST July 1, 2017 - June 30, 2018	FUNDING SOURCE Workforce Education	PROJECT COORDINATOR AND DEPARTMENT Thomas Rollins, Principal, George Stone Tech Center	
AMOUNT OF FUNDING REQUEST – Is amount more, less or same as last year? <i>(Explain differences at end of Purpose section if additional space is required.)</i> \$30,564.50* Same 1/2 of salary and benefits		TOTAL PROJECT – Is the amount more, less or same as last year? \$86,129.00** Same	
PURPOSE To provide vocational training to incarcerated adults at the Escambia Road Prison. *Salary and benefits are based on actual instructor salary. ** Cost of position is shared equally with Escambia County, Florida. Testing and supply costs of up to \$25,000 to be paid by Escambia County, Florida.			
IMPLEMENTATION PLAN 1. Provide the Test of Adult Basic Education (TABE) to incarcerated adults. 2. Identify and enroll incarcerated adults in the Welding Program. 3. Provide technical instruction to enrollees. 4. Document Occupational Completion Points of enrollees' progress toward program completion. 5. Assist program enrollees exiting incarceration with job placement services.			
PARTICIPATING SCHOOLS/ AGENCIES George Stone Technical Center Escambia County, Florida Escambia County, Florida, Road Prison			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT – Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan. PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.8. Increase postsecondary measures through Career Placement Program Rate, Adult Education Completion, and Postsecondary Industry Certifications.			
DIRECTOR 		DATE 8/17/17	
ASSISTANT SUPERINTENDENT 		DATE 8/17/17	DATE OF BOARD APPROVAL APPROVED ESCAMBIA COUNTY SCHOOL BOARD

Revised: June 2016
 Retention: 5 years

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

SEP 19 2017

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

The School Board of Escambia County, Florida (hereinafter referred to as the "School District" or "School Board"), and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), enter into this Memorandum of Understanding (MOU).

The parties agree to the following:

1. PURPOSE

The School District and the County are mutually committed to cooperating 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 adult students in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these adult students, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School District and the County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for adult students served in incarcerated settings.

This MOU ensures that the School District and the County cooperatively plan for the provision of career and technical education to incarcerated adult students at the Escambia County Road Prison who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

- A. The School District and the County's Road Prison staff are mutually committed to cooperating in the development of programs designed to provide a system that meets the educational and vocational needs of adult students served by both agencies.
- B. The School District and the County's Road Prison staff each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. The County's Road Prison staff acknowledges, respects, and abides by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by the County's Road Prison staff.

D. Both parties strive for continuity and coordination of services across residential and educational programs. Examples are as follows:

1. Establish a single intake procedure conducted by facility and school staff.
2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student progress and overall program effectiveness.
3. There is mutual understanding on any new program to be developed within the scope of the educational services provided by the School District.

3. ROLES AND RESPONSIBILITIES

The County and the School District agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. MUTUAL RESPONSIBILITIES

To accomplish this goal, the agencies mutually agree to the following:

1. Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.
2. Share the responsibility in developing an instructional calendar that complies with all collective bargaining labor agreements and addresses the unique challenges related to delivering vocational education in a prison setting. The instructional calendar shall include Saturday classes and extended work days.
3. Conduct joint facility needs assessment, planning, implementation, and evaluation activities.
4. Share the responsibility for addressing needs identified in complying with required standards as related to Council on Occupational Education accreditation.
5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

8. Disseminate this MOU to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the MOU.
9. Jointly develop transition strategies to assist adult students exiting the Escambia County Road Prison facility with their next placement. The transition strategies may include job placement and/or placement at George Stone Technical Center's main campus.
10. To the extent possible, the assignment of instructional personnel to the program will be discussed with the County's Road Prison director prior to making the assignment final.
11. Jointly provide support for educationally appropriate projects completed by students under the supervision of an instructor that enhances the student's understanding of the subject matter and that is of value to the School District, the County's Road Prison, and the citizens of Escambia County, Florida.

B. RESPONSIBILITIES OF THE COUNTY

To implement this MOU, the County's Road Prison staff shall:

1. receive technical assistance from the School District regarding the development of any rules/policies pertaining to the provision of educational programs for students in the County's Road Prison facility consistent with state and federal laws, rules, and regulations.
2. receive and utilize the information regarding educational best practices for adult students in the County's Road Prison facility disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Student Services.
3. participate and assist in the monitoring and evaluation of programs for adult students served in the County's Road Prison setting to ensure compliance with applicable state and federal laws, rules, and regulations.
4. be responsible for resources as identified in Section 5.A.1.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT

To implement this MOU the School District shall:

1. provide technical assistance in the development and implementation of any rules/policies developed by the County's Road Prison staff pertaining to the provision of educational programs.

2. disseminate information about and assist in the development and adoption of promising educational practices for adult students at the County's Road Prison.
3. provide all instructional recordkeeping functions related to attendance, progress, certificates, and industry credentials, as well as all functions related to maintaining permanent student transcripts.
4. coordinate activities for the identification and evaluation of basic skills for adult students served in educational programs at the County's Road Prison.
5. provide general supervision of educational services through
 - a. reviewing the procedures and documents for providing education programs to determine compliance with provisions of this MOU and applicable State Board of Education rules; and
 - b. monitoring and evaluation of education programs provided by or through the County's Road Prison facility for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.

4. ADMINISTRATIVE PROCEDURES

A. TERM

This MOU shall become retroactively effective on July 1, 2017. This MOU may be terminated upon thirty (30) days notice by either party. This MOU will be reviewed annually and may be amended by the written request of either agency at any time. Any amendments or modifications will only become effective by mutual understanding.

B. CONFIDENTIALITY

Each agency will protect the rights of adult students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this MOU to ensure that 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.

5. ALLOCATION OF RESOURCES

So that the mutually agreed upon objectives of this MOU can be adequately met, resources from the School District and County will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to the following:

1. To 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 adult students including when in the education program.
2. To provide facilities, including utilities and maintenance, to house the educational programs and provide reasonable protection of School District property.
3. To purchase and maintain materials, equipment, and supplies used in the student education programs not to exceed twenty thousand dollars (\$20,000).
4. To maintain no less than twenty (20) students per class for direct student instruction consistent with the School District's guidelines for attendance and satisfactory academic progress.
5. To select students that will be in attendance for a minimum of three hundred (300) clock hours for the 2017-2018 school year.
6. To provide compensation for a part-time certified testing administrator at his/her regular rate of pay, not to exceed five thousand dollars (\$5,000).
7. To reimburse the School District for fifty percent (50%) of the salary and benefits of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School District approval. Salary will be based on the current, Board approved instructional salary schedule.

Documentation for reimbursement of the testing administrator's part-time compensation and fifty percent (50%) of one (1) full-time certified vocational instructor's compensation shall be by monthly invoice.

B. The School District agrees to the following:

1. To provide a public education, including but not limited to, vocational and career guidance services to adult students, consistent with all state and federal rules, regulations, and laws.
2. To deposit revenue generated from training project sales into the George Stone Technical Center Training Program Internal Account. All funds from project sales are to be used in support of training-related activities at

the County's Road Prison. All funds are to be handled consistent with existing School District policies and procedures.

3. To provide necessary instructional materials and resources to ensure compliance with the programs' objectives and curriculum frameworks.
4. To staff one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School District approval. The instructor referenced herein shall at all times remain an employee of the School District, and the School District shall be responsible for providing the instructor with payment of salary and any employee benefits.
5. To provide fifty percent (50%) of the salary and benefits of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school.
6. To provide twenty-five (25) hours of instruction weekly in each educational program, to include Saturday class and extended days.
7. To indemnify the County to the extent and only to the extent of the limits set forth in 768.28(5), F.S. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), F.S.

6. INTERAGENCY DISPUTES

In the event of any conflict regarding the execution of this MOU, the parties will exchange written statements outlining the party's understanding of the conflict, the party's position and justification therefore, and suggested resolution. Within a reasonable time after this exchange, the administrators listed in Paragraph 10 below will meet in an effort to resolve the issue(s). In the event this effort is unsuccessful, the Conflict Resolution Procedures provided in 164, F.S. will be followed.

7. ASSESSMENT

The parties shall:

- A. Develop an integrated assessment process to ensure that all adult students are evaluated for the purpose of determining the most appropriate educational programs.
- B. Collaboratively define assessment protocols for intake and educational services.

8. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties mutually agree to comply with the School Board approved policies and procedures for classroom management and attendance consistent with procedures at George Stone Technical Center.

9. PROFESSIONAL LEARNING

The parties mutually agree to ensure the following:

- A. Professionals serving students are appropriately certified according to Florida law and position qualifications.
- B. To the extent possible, both parties will provide appropriate professional learning opportunities for instructional personnel related to their responsibilities under this MOU.
- C. Pre-service, inservice, and professional learning programs will be joint efforts and cooperatively developed and provided.

10. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the County is:

Commander Charles Snow
Escambia County Road Prison
601 Highway 297A
Cantonment, Florida 32533

The name and address of the administrator responsible for the School District is:

Thomas J. Rollins, Principal
George Stone Technical Center
2400 Longleaf Drive
Pensacola, Florida 32526

11. INDEMNIFICATION

Each party agrees to be fully responsible up to the limits of 768.28, F.S., for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

12. GENERAL CONDITIONS

- A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of 768.28, F.S.
- B. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, genetic information, or sexual orientation.
- D. Termination. This MOU may be terminated with or without cause by either party upon providing thirty (30) days written notice to the other party. Any termination upon default or breach of a material term shall be immediate, unless the nonbreaching party elects otherwise.
- E. Records. Each party shall maintain its own respective records and documents associated with this MOU in accordance with state and federal law and the records retention requirements applicable to its records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to 119.07, F.S., and any resultant award of attorney's fees for non-compliance with that law.
- F. Confidentiality. The parties acknowledge that as a result of the relationship that the parties, their agents, and employees may be given access to or acquire information which may be proprietary to and/or confidential to the respective parties and those they service. Any and all such information obtained by either party or their respective employees shall be deemed confidential and/or proprietary, as the case may be. Each party agrees to hold such information in strict confidence and not to disclose such information or to use such information for any purpose whatsoever other than the provision of services under this MOU. Each party agrees to advise its agents and employees of the obligation to keep such information confidential and to obtain their understanding to do so.
- G. Entire MOU. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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 MOU that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or understandings, whether oral or written.

- H. Amendments. No modification, amendment, or other alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.
- I. Preparation of MOU. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- J. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.
- K. Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.
- L. Governing Law. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.
- M. Binding Effect. This MOU shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto represent and warrant that the execution and delivery of this MOU has been duly authorized by all necessary corporate action.
- N. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by

reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

- O. Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- P. Captions. The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.
- Q. Authority. Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.
- R. Necessary Acts. The parties will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this MOU.

(THIS AREA INTENTIONALLY LEFT BLANK)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

NOW IN WITNESS WHEREOF, this MOU retroactively effective from July 1, 2017 through June 30, 2018 has been executed on the respective dates under each signature, by and on behalf of the School Board of Escambia County, Florida and Escambia County, Florida.

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

By: Gerald H. Boone
Gerald Boone, Board Chair

Date: 9-20-17

Attest:

BY: Malcolm Thomas
Malcolm Thomas, Superintendent

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: _____

APPROVED FOR LEGAL CONTENT
FOR Sept 2017 AGENDA

SEP - 1 2017

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

SEP 19 2017

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/6/17



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12990

County Administrator's Report 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Title Clearance Services Program Agreement with Legal Services of North Florida, Inc.

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc.:

A. Approve the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. (LSNF), in the amount of \$45,000; and

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

[Funding: Fund 129/2017 CDBG, Cost Center 370231]

BACKGROUND:

Clouded titles and heir properties are detrimental to the community, often resulting in substandard or deteriorating housing stock since heirs cannot access financing to improve the property nor can the property be sold. Families may eventually lose the properties to code/nuisance abatement liens contributing to blighted vacant properties and structures. During the HUD 2017 Annual Planning process, staff noted the high use of the Title Clearance Services Program during the past fiscal year. Legal Services of North Florida (LSNF) has held multiple legal clinics and developed educational materials devoted to the importance of clear title. LSNF staff has spent significant time after the February tornados working with owners, particularly in the Century area, to clear title in order to assist with eligibility for County repair programs. Clear title is a requirement for assistance through the County's State Housing Initiatives Partnership (SHIP), Community Development Block Grant (CDBG), and HOME Investment Partnership Program (HOME) repair programs.

On August 3, 2017, the Board approved a line item for a Title Clearance Program as a Public Service element using CDBG funding (see Exhibit I) under the County Annual Plan. This contract continues the prior year agreement with LSNF.

Funds will support legal services to clear title for a minimum of 15 low or moderate income clients (estimating 25 cases to accomplish) 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 or properties. Preference is to be given to clients with improved properties. In addition to direct client services, a community education component will be provided to include a minimum of three outreach events.

BUDGETARY IMPACT:

Funding for this project is budgeted in Fund 129/CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement (Exhibit II) has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

CDBG funding requires an Agreement to be approved by the Board.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) will oversee the implementation of this project in conjunction with LSNF.

Attachments

Ex I-HUD Annual Plan summary

Ex II CDBG LSNF Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-21. Approval of Various Consent Agenda Items – Continued

10. Taking the following action concerning the Escambia Consortium Florida 2017 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370229, 370230, and 370231; Fund 147/HOME, Cost Center 370269; and Fund 110/ESG, Cost Center 370293):
 - A. Approving 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. Authorizing 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.
11. Approving, and authorizing the Chairman to sign, the *Agreement for ADA Modifications for County Facilities and Parks (PD 16-17.035)*, 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).

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
=====

TITLE CLEARANCE SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of October, **2017**, by and between the **ESCAMBIA COUNTY**, 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 **LEGAL SERVICES OF NORTH FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Recipient"), with a principal address of 2119 Delta Boulevard, Tallahassee, Florida 32303, and a local address of 1741 North Palafox Street, Pensacola, Florida 32501.

W I T N E S S E T H:

WHEREAS, the County has been awarded a Community Development Block Grant (CDBG CFDA #14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia; and

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein; and

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant for the purpose of administering TITLE CLEARANCE SERVICES, hereinafter referred to as the "Project"; and

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x3 or mareeves@myescambia.com.

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide title clearance services for low/moderate income residents of Escambia County in order to remove barriers to their ability to improve or maintain their properties as well as community educational outreach. Services to be provided are not

duplicating existing projects or funding already held by Recipient. Clients to be served under this Project would not receive assistance but for this Project. The Project is approved in the 2017 Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 3, 2017.

ARTICLE III

Funding

3. The County agrees to pay an amount not to exceed **\$45,000** solely from available Community Development Block Grant (CDBG) funds to be used for (1) title clearing services for low/moderate income clients in Escambia County (including City of Pensacola residents), including but not limited to probate, quiet title, bankruptcy, and tax disputes; and (2) educational presentations to the community through presence at three (3) community outreach events to share information on services provided .

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein.

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement. Alternate reporting forms may be accepted to the extent the required data is clearly detailed to show project progress.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 30th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials,

employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October, 2017**, and shall terminate on **September 30, 2018**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 2 CFR §§ 200.339-340 as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status,

as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Housing and Urban Development Act of 1968
Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI
Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII
Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII
Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV
Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR §§570.600-.614 et seq., except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR §570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

14.3 Pertinent provisions of Subpart K of 24 CFR §§570.600-.614 et seq., have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV
Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 CFR §570.208 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
- (ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI
Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 CFR Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 CFR Part 200 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII
General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of Attachment I – III, and regulatory

requirements cited therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 CFR Part 200, as applicable.

ARTICLE XVIII **Understanding of Terms**

18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

18.2 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

By: _____
D.B. Underhill, Chairman

BCC Approved: October 5, 2017

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

[Handwritten Signature]
10/22/17

LEGAL SERVICES OF NORTH FLORIDA, INC.,
a Florida Non-Profit Corporation

By: _____
Leslie N. Powell-Boudreaux, Executive Director

Corporate Secretary

[SEAL]

ATTACHMENT I

I. SCOPE OF SERVICES

Legal Services of North Florida, Inc. will implement the Title Clearance Services Program. The County will provide **\$45,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. Legal Services of North Florida, Inc. will also be required at a minimum to provide monthly reports to the County of clients served categorized by income, race and gender and type of service provided (applicants and resolved cases).

II. RECIPIENT INFORMATION

Legal Services of North Florida, Inc.
Pensacola Branch
1741 N. Palafox Street
Pensacola, FL 32501
Phone: 850-432-8222
Attn: Leslie Powell-Boudreaux

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. Invoices detailing attorney hour time spent on the project must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.
- D. The monthly report/invoice is due by the 30th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$45,000.00** to cover the contract period of October 1, 2017 – September 30, 2018. Per hour attorney billing of \$118/hr includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing and postage.

If available, NED will provide copies of any title searches for possible referrals if released by the client.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Invoices must be submitted to document attorney hours as well as any associated expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT DELIVERABLES:

1. **TITLE CLEARING SERVICES:** Legal representation for a minimum of 15 low/moderate income clients in approximately 25 cases for the purpose of clearing title to properties owned by low/moderate income clients. Preference to be given to eligible clients with improved properties as possible.

Monthly reports will document the number of applicants by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), and gender (HOH only) and the number of resolved cases by income, race, and gender.

**ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS
2017 INCOME GUIDELINES**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$13,050	\$21,700	\$34,750
2	16,240	24,800	39,700
3	20,420	27,900	44,650
4	24,600	31,000	49,600
5	28,780	33,500	53,600
6	32,960	36,000	57,550

It is understood that not all referrals will be able to be assisted through this program due to the complexity of some cases. Recipient should screen cases accordingly and agrees not bill County for these cases. It is also understood that information is protected by attorney-client privilege, so CDBG required reporting information may be provided by alias or other non-individualized means.

2. EDUCATIONAL COMPONENT:

a. Attend THREE community outreach events to distribute information to residents regarding Recipient services and/or provide community educational workshops to inform residents of ways to clear and preserve title.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events; and copies of educational materials developed.

IX. PROJECT EVALUATION, MONITORING AND REVIEW

The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM: LEGAL SERVICES OF NORTH FLORIDA

PROJECT: TITLE CLEARANCE SVCS CONTRACT # _____

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT
\$ 45,000.00

Expenditures: Month of _____, 20 ____

ITEM

COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending
report period.

during the

ATTACHMENT III

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- **Program Income 24 CFR 570.503(b)3 and 24 CFR 504**
The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
- **Conditions for Religious Organizations 24 CFR 570.200(i)**
In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
- **Reversion of Assets 24 CFR 570.503(b)8**
Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars (\$25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:
 - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises or has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto,

or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

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 program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.
- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.
- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).
- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.
- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars
 - A-87

- A-110
- A-122
- A-133
- Section 3
 - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:
 - 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 HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), 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.
 - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, 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.
 - 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 the 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.
 - The contractor will include the Section 3 clause set forth in 24 CFR 135.38 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 HUD, 24 CFR 135. The contractor 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 (24 CFR 570.607).
 - 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 thereunder, 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, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns 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 135.
- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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.

- 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 contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is 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 Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be

required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

- **Rights to Inventions Made Under a Contract or Agreement**—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 HUD.
- **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—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.
- **Drug-Free Workplace Act of 1998 (41 USC 701 et seq.)** – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.
- **Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16** – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- **Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.**
- **Use of real property (24 CFR 570.505)** – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years.

Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.
- Procurement and Competitive Processes (24 CFR 84.43–48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
- Records retention requirements (24 CFR 570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

LEGAL SERVICES OF NORTH FLORIDA, INC. will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS

Agency: LEGAL SERVICES OF NORTH FLORIDA, INC. Date: 10/1/17

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-17-UC-12-0012

LEGAL SERVICES OF NORTH FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS 1741 NORTH PALAFOX ST
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Project Name: 2017 TITLE CLEARANCE SVCS

Name: _____

Title : _____

Firm/Agency: Legal Services of North Florida, Inc.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) and 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

LEGAL SERVICES OF NORTH FLORIDA, INC.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13023

County Administrator's Report 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: State Housing Initiatives Partnership Agreement with Community Action Program Committee, Inc.

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Housing Initiatives Partnership Agreement with Community Action Program Committee, Inc.- Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with the Community Action Program Committee, Inc., (CAPC):

A. Approve the Agreement for the SHIP Housing Repair Assistance Project between the County of Escambia and CAPC, subject to Legal review and approval, to provide \$450,000 in SHIP Program funds plus \$45,000 in SHIP Administrative funds, to support housing repair activities for eligible homeowners in Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.

[Funding: Fund 120/2016, 2017, and 2018 SHIP, Cost Centers 370202, 370204 and 370208]

BACKGROUND:

The 2017-2019 Escambia/Pensacola SHIP Program Local Housing Assistance Plan (LHAP) approved by the Board on May 5, 2016 incorporated an allocation for housing repair assistance for very low and low income families. The County issued a Request for Proposals in August (Exhibit I) seeking a local not for profit to administer its housing repair activities for clients currently on the County housing repair waiting list that are special needs households as defined by F.S. 420.0004 and have incomes at or below 50% area median income (AMI). This RFP is consistent with prioritization of special needs and very low income households as specified in the housing repair strategy in

the LHAP. At least 20% of each SHIP allocation must be used to assist special needs households as defined by F.S. 420.0004,

CAPC, a seasoned local non-profit agency, was the only respondent to the RFP (Exhibit II). CAPC has administered SHIP housing repair funds in the past and anticipates utilizing its Home Weatherization Program funding from the Department of Economic Opportunity as leverage to help make repairs for the SHIP eligible households. This Agreement will allow CAPC to complete repairs to approximately 25-30 homes. The Agreement (Exhibit III) will allow for SHIP funds to be utilized over the next 18 months to complete repairs to owner occupied homes for households meeting SHIP Program requirements. An additional \$45,000 in SHIP funding is allocated to support CAPC administrative costs associated with managing the Project. CAPC will oversee client applications and construction management for the homeowners who will receive housing repair assistance through this Agreement.

BUDGETARY IMPACT:

The \$450,000 required for this Agreement for direct client support will be budgeted in Fund 120/2017 SHIP Program, Cost Center 370204 and the \$45,000 in administrative funds for administrative funds is available in Fund 120/2016, 2017, and 2018 SHIP in Cost Centers 370202, 370204 and 370208.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement is subject to legal review and signoff.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies or organizations must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The SHIP project will be coordinated through the County Neighborhood Enterprise Division (NED). CAPC staff will oversee client intake and completion of the housing repair activities for eligible homeowners. NED will monitor the project during the Agreement period.

Attachments

Ex I-SHIP Housing Repair RFP

Ex II-CAPC RFP Response

Ex III-SHIP CAPC Hsg Repair Agreement

ESC CO COMMISSIONERS/LEGALS
221 PALAFOX PL

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Brittini 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

REQUEST FOR PROPOSALS Th

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

08/14/17

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 14th of August 2017, by Brittini L Pennington who is personally known to me

Brittini L Pennington

Affiant

Affiant

Mark Dee Kent

Mark Dee Kent

Notary Public for the State of Florida

My Commission expires October 27, 2019

Publication Cost: \$131.14

Ad No: 0002334205

Customer No: PNJ-26745500

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

REQUEST FOR PROPOSALS

The Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program provides funds as an incentive to create partnerships to produce and preserve affordable housing. Escambia County is requesting proposals from qualified, local 501(c)(3) non profit organization(s) who are interested in implementing the Housing Repair strategy for owner occupied low and low income families in unincorporated Escambia County that are currently on the County's waiting list. The Request for Proposals (RFP) is seeking a partner that is able to administer client intake, property inspections, and construction oversight. The County will be prioritizing special needs households as defined by F.S. 420.0004 that are very low or extremely low income. Approximately \$450,000 is available under this strategy for eligible households; additional funding will be available for administrative oversight.

A RFP information package delineating the submission requirements, limitations, and priorities for this solicitation is available electronically on request by contacting the below listed individual. This information must be used in preparation of the response to this invitation.

Escambia County will accept proposals on a continuous basis beginning Monday, August 14, 2017 and extending through 4:00 pm (CST) Friday, August 27, 2017 at the address denoted in the RFP. For further information contact Meredith Reeves, Escambia County Neighborhood Enterprise Division at (850) 595-4968 or by e-mail at mareeves@myescambia.com
Legal No. 2334205 1T August 14, 2017

REQUEST FOR PROPOSALS

The Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program provides funds as an incentive to create partnerships to produce and preserve affordable housing. Escambia County is requesting proposals from qualified, local 501(c)(3) non profit organization(s) who are interested in implementing the Housing Repair strategy for owner occupied low and low income families in unincorporated Escambia County that are currently on the County's waiting list. The Request for Proposals (RFP) is seeking a partner that is able to administer client intake, property inspections, and construction oversight. The County will be prioritizing special needs households as defined by F.S. 420.0004 that are very low or extremely low income. Approximately \$450,000 is available under this strategy for eligible households; additional funding will be available for administrative oversight.

A RFP information package delineating the submission requirements, limitations, and priorities for this solicitation is available electronically on request by contacting the below listed individual. This information must be used in preparation of the response to this invitation.

Escambia County will accept proposals on a continuous basis beginning Monday, August 14, 2017 and extending through 4:00 pm (CST) Friday, August 27, 2017 at the address denoted in the RFP. For further information contact Meredith Reeves, Escambia County Neighborhood Enterprise Division at (850) 595-4968 or by e-mail at mareeves@myescambia.com
Legal No. 2334205 1T August 14, 2017

ESCAMBIA COUNTY SHIP PROGRAM REQUEST FOR PROPOSALS HOUSING REPAIR STRATEGY

OVERVIEW:

The Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program provides funds as an incentive to create partnerships to produce and preserve affordable housing. Escambia County is requesting proposals from qualified, local 501(c)(3) non-profit organization(s) who are interested in implementing the Housing Repair strategy for owner occupied low and low income families in unincorporated Escambia County that are currently on the County's waiting list.

WHO MAY APPLY:

The County is looking for a qualified not for profit partner to help leverage SHIP housing repair funds to the greatest extent possible. Not for profit organizations incorporated in the State of Florida with a 501(c)(3) status are eligible to apply under this RFP. Agency must have been in existence for at least two years.

Successful partner agency will have experience in managing SHIP income qualifications, performing property inspections to determine the scope of work, and construction management. Successful partners will also demonstrate the ability to leverage outside funding with SHIP funds.

FUNDING:

Total costs per unit cannot exceed \$30,000 per unit according to the current Local Housing Assistance Plan (LHAP) approved by the Board of County Commissioners. By utilizing leverage from the not for profit, this proposal seeks to limit the maximum cost per unit at \$15,000 to serve the greatest amount of applicants possible. This RFP seeks to serve 30 clients. Approximately \$450,000 is available for direct assistance to applicants. Additional funding for administration of the project is also available and cannot exceed 10% of the direct assistance funding requested.

APPLICANTS:

The County will provide a listing of SHIP eligible applicants from its current waiting list. Applicants to be pulled from the waiting list will be special needs households as defined by F.S. 420.0004 that are at or below 50% of area median income. Partner agency will be required to complete a client intake to verify eligibility for the SHIP program before work can commence. Applicants that cannot be assisted within the program maximum assistance per unit limits should be referred back to the County for assistance under one of the County's other rehabilitation programs.

AUDIT REQUIREMENTS:

Agencies that expend a total amount of state financial assistance equal to or in excess of \$750,000 in a fiscal year must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

SHIP PROGRAM REQUIREMENTS:

Funding provided by State Housing Initiatives Partnership (SHIP) Program and must abide by all program guidelines. The current Escambia/Pensacola Local Housing Assistance Plan is available at <http://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/plans-and-reports> .

SHIP Statute Chapter 420 available at http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0420/0420PARTVIIContentsIndex.html and Rule 67-37 available at: <https://www.floridahousing.org/legal/rules>

AGREEMENT INFORMATION:

A formal agreement will be entered with the agency subject to approval by the Board of County Commissioners. Payments on a monthly basis unless specified or requested otherwise. Reporting on activities and expenditures must be provided to the County on a quarterly basis at a minimum.

TENTATIVE SCHEDULE:

August 14, 2017	Request for Proposals Issued
August 25, 2017	Submission Deadline
August 28-31, 2017	Proposal Review and Funding Recommendation
October 5, 2017	BCC Approval of Funding Agreement
June 30, 2018	Deadline to commit funds to clients
June 30, 2019	Deadline to expend funds

SUBMISSION INFORMATION:

Please complete the following proposal application together with current 501(c)(3) status and submit by 4:00 p.m. CST Friday, August 25, 2017:

Meredith Reeves, Division Manager
Escambia County Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
Phone: 850.595.4968
Email: mareeves@myescambia.com

ESCAMBIA COUNTY SHIP PROGRAM REQUEST FOR PROPOSALS HOUSING REPAIR STRATEGY

Please complete the following in its entirety, sign and return to the County at the contact listed in the RFP by the deadline stated. Additional sheets may be utilized as necessary.

1. Contact Information:

Applicant Name:

Mailing Address:

Email Address:

Phone Number:

Primary Contact/Title:

2. Is your agency a 501(c)(3)? ☐ YES ☐ NO

Please include a copy of your 501(c)(3) information

3. Is your agency incorporated in the State of Florida, with an active listing with the Florida Division of Corporations? ☐ YES ☐ NO

4. Has your agency been in existence for at least 2 years? ☐ YES ☐ NO

Date of incorporation: _____

5. Describe agency's previous experience with housing repair programs and administration.

6. Is your agency familiar with the SHIP program, including income qualification requirements for applicants? ☐ YES ☐ NO If yes, please describe your experience with SHIP program administration, including qualifications of staff.

7. Requested amount of SHIP funds: \$ _____
8. Requested amount of SHIP administration funding: \$ _____
9. Proposed Unit Production Level: _____
10. Does your agency have the ability to leverage other non-County funding in order to perform additional repairs beyond the recommended \$15,000 per unit maximum from SHIP funds?
☐ YES ☐ NO If yes, please list and describe the amount and source of leveraged funds.
Describe any limitations on the use of match funds or resources.

11. Projected aggregate cost per unit (including ALL funding sources): \$ _____

12. Target Date for project completion: _____

13. List any other partners or leveraging required to complete the project:

14. Other considerations:

Signed:

**Print Name and
Title:**

Date:

Agency Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public record law.



Meredith Reeves, Division Manager
Escambia County Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502

August 16, 2017

Dear Ms. Reeves;

Please find enclosed our completed RFP for Escambia County SHIP Program, including our current 501 C (3) documentation.

If you need any further information please do not hesitate to contact me at the information below.

Sincerely,

A handwritten signature in blue ink that reads "Janet M. Saunders". The signature is fluid and cursive, with the first name "Janet" being the most prominent part.

Janet M. Saunders

j.saunders@capc-pensacola.org

850-438-4021 ext. 107

ESCAMBIA COUNTY SHIP PROGRAM REQUEST FOR PROPOSALS HOUSING REPAIR STRATEGY

Please complete the following in its entirety, sign and return to the County at the contact listed in the RFP by the deadline stated. Additional sheets may be utilized as necessary.

1. Contact Information:

Applicant Name:	Community Action Program Committee, Inc.
	1380 N. Palafox Street
Mailing Address:	Pensacola, Florida 32501
Email Address:	d.brown@capc-pensacola.org
Phone Number:	850-438-4021
Primary Contact/Title:	Connie Parker, Director of Housing & Safety

2. Is your agency a 501(c)(3)? X ☐ YES ☐ NO
Please include a copy of your 501(c)(3) information
3. Is your agency incorporated in the State of Florida, with an active listing with the Florida Division of Corporations? X ☐ YES ☐ NO
4. Has your agency been in existence for at least 2 years? X ☐ YES ☐ NO
Date of incorporation: April 14, 1965
5. Describe agency's previous experience with housing repair programs and administration.
CAPC has administered the Weatherization Program for the Department of Economic Opportunity since 1987. The service is currently provided to in seven counties which include Escambia. In September 2014 CAPC administered the SHIP program to weatherization clients in Escambia County. The contract was for \$ 150,000.00 Additionally, the CAPC Executive Director served in the capacity of Executive Director of the Jacksonville Housing Commission with responsibilities of administering the housing repair programs prior to joining a Jacksonville based non-profit that produced infill and major rehab activities.
6. Is your agency familiar with the SHIP program, including income qualification requirements for applicants? X ☐ YES ☐ NO If yes, please describe your experience with SHIP program administration, including qualifications of staff.
In September 2014 CAPC administered the SHIP program to weatherization clients in Escambia County. Plus in 2016 staff had SHIP training in Bonify, Florida.

7. Requested amount of SHIP funds: \$ 450,000.00
8. Requested amount of SHIP administration funding: \$ 45,000.00
9. Proposed Unit Production Level: 28-30
10. Does your agency have the ability to leverage other non-County funding in order to perform additional repairs beyond the recommended \$15,000 per unit maximum from SHIP funds?
☒ YES ☐ NO If yes, please list and describe the amount and source of leveraged funds.
Describe any limitations on the use of match funds or resources.
Weatherization funds. This funding is based on diagnostic testing of the home. Test include but are not limited to blower door, pressure pans and combustion appliance testing.
11. Projected aggregate cost per unit (including ALL funding sources): \$ 20,500.00
12. Target Date for project completion: September 2018
13. List any other partners or leveraging required to complete the project: Dept. of Economic Opportunity
14. Other considerations:

Signed:

**Print Name and
Title:**


Douglas Brown, Executive Director

Date:

August 16, 2017

Agency Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public record law.

**AGREEMENT
FOR SHIP HOUSING REPAIR ASSISTANCE PROJECT**

THIS AGREEMENT is made and entered into this 19th day of October, 2017, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, referred to as ("**County**"), and **COMMUNITY ACTION PROGRAM COMMITTEE, INC.**, FEID #591118735, a not for profit corporation organized under the laws of the State of Florida, with a local office at 1380 North Palafox Street, Pensacola, Florida, referred to as ("**Recipient**"), for the sole purpose of providing State Housing Initiatives Partnership ("SHIP") funds (CSFA #40.901) to assist qualified applicants for the SHIP Housing Repair Assistance Project ("the Project").

W I T N E S S E T H

WHEREAS, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and,

WHEREAS, said SHIP Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP Program; and,

WHEREAS, the Recipient has exhibited the managerial and technical ability to complete the repair of substandard housing owned by low income families within Escambia County; and,

WHEREAS, the County wishes to engage the services of the Recipient to manage and implement the Project in accordance with governing regulations and requirements stipulated herein; and to enter into an agreement with the Recipient for this purpose; and

WHEREAS, it is in the best interest of the County to enter an agreement with the Recipient for the specific purpose of providing for the implementation of said Project within Escambia County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I
Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with the Recipient is hereby designated as follows:

Contract Manager for County:

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022 x 3
E-mail: *mareeves@myescambia.com*

Contract Coordinator for Recipient:

Douglas Brown, Executive Director
Community Action Program Committee, Inc.
1380 North Palafox Street
Pensacola, Florida 32501
Phone: (850) 438-4021
E-Mail: *d.brown@capc.pensacola.org*

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The Recipient shall directly provide all services required to complete the repair of substandard, homeowner occupied single family homes for households meeting the Low Income limitations stipulated in Florida Administrative Code (FAC) 67-37 and amendments thereto.

ARTICLE III

Funding

3. The County agrees to contribute an amount not to exceed **\$450,000.00** payable solely from available SHIP Program funds toward the costs of repairing housing units occupied by eligible families participating in the SHIP Housing Repair Assistance Project or similar repair programs as may be administered by the Recipient, subject to possible reduction under Article VI hereof. Additionally, SHIP administrative funds in the maximum amount of **\$45,000** shall be available to partially support Recipient expenses required in the implementation of this project.

3.1 The County shall disburse the SHIP Program funds from Fund 120, the Affordable Housing Trust Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay SHIP Program funds on behalf of eligible clients under the Recipient's home repair program(s), who have been approved by the County for SHIP Program assistance. SHIP Program funds, in an aggregate amount not to exceed that stipulated in Article 3 above, shall be reimbursed to the Recipient or directly paid to vendors providing construction and repair services to approved, eligible Project clients, subject to Recipient's submission of all documentation with respect to client eligibility, repair/construction costs, and construction inspection and approvals, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be in accordance with the process described in **EXHIBIT I** of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a Quarterly Report, including the narrative summary of progress and financial statement described in **EXHIBIT II** of this Agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT II**.

4.2 The Quarterly Report shall be due quarterly in January, April, July and October, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County (NEFI).

4.3 This Quarterly Report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The quarterly report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate SHIP Program activities, client eligibility, or Project expenditure eligibility.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County in providing the aforementioned service. The Recipient shall hold harmless Escambia County and its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Recipient is a non-profit corporation operating in the State of Florida and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. It is anticipated that all financial assistance provided on behalf of eligible families under the terms and conditions of this Agreement shall be processed and administered in accordance with the regulations promulgated by the State of Florida which respectively govern the State Housing Initiatives Partnership ("SHIP") Program and amendments thereto, and other programs as may be administered by Recipient in conjunction with undertaking the SHIP Program. In the event of conflict between the governing regulations, the more restrictive regulation shall be applied. Funding from these various programs can be combined to meet identified needs of SHIP eligible families to the extent that the governing regulations permit such combination. The Recipient agrees that the County's primary responsibility under this Agreement is to provide SHIP Program financial assistance on behalf of SHIP Program eligible families.

5.2 The Recipient and any of its associates, agents, insurers or subcontractors involved in the

performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. The Recipient agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the work defined in this Agreement.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **19th day of October, 2017,** **and shall terminate on April 30, 2019,** unless canceled sooner with or without cause, by agreement of the contract managers giving thirty (30) days prior written notice of such cancellation.

6.1 Recipient and County agree to target completion of all activities under this Agreement on or before **April 30, 2019.** However, the Recipient shall have the option to request additional time of up to 90 days to fully complete activities based on unexpected events or impediments or delays in funding or lack of eligible units or homeowners.

6.2 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein or in the event that SHIP Program funds fail to be or cease to be provided to the County, then the County may terminate this contract effective immediately without incurring any penalty, and shall be responsible for payment of those commitments made through the date of termination.

6.3 The Recipient shall be subject to a performance review by the County, or a designated representative thereof, at three month intervals based upon the effective date of this Agreement. An initial three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project. If necessary, a written report shall be provided by the County to the Recipient, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the Recipient's level of accomplishment with respect to Project activities and objectives stated in **EXHIBIT I** of this Agreement. If, at the nine (9) month interval, the Recipient has not contractually encumbered a minimum of fifty percent (50%) of the SHIP Program funds stipulated in Article III, this Agreement shall be unilaterally amended to reduce the funding by the difference between the amount encumbered by the Recipient and the fifty percent (50%) threshold, leaving fifty percent (50%) of the total funds available in the last nine (9) months. Encumbrance entails a letter of commitment to an eligible SHIP client. Funds removed from availability shall be reallocated for other SHIP Program activities.

6.4 The fifteen (15) month review shall examine the accomplishments achieved, review

concerns and prepare for finalizing the project. Failure to accomplish the tasks outlined in this Agreement may negatively impact future award of SHIP funds to the Recipient by the County.

ARTICLE VII

Records

7. The Recipient shall maintain a housing repair file on every recipient for whom financial assistance is sought under the terms of this Agreement. The Recipient shall ensure that each applicant for housing repair assistance under the Project agrees, as a condition of approval, that the County, City of Pensacola, State of Florida, Florida Housing Finance Corporation, or their duly authorized representatives shall be allowed access to the loan/grant file(s) for purposes of documenting compliance with SHIP Program requirements associated with this Agreement. The Recipient shall be fully, and directly responsible for the proper documentation associated with the expenditure of all SHIP Program funds provided under this Agreement.

7.1 These records and accounts shall be kept and maintained, for a minimum period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review.

7.2 The Recipient, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Recipient. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. One complete original of each annual audit, including the management letter and any responses to the audit as required of the Recipient, shall be provided to the Escambia County NED by the Recipient for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Recipient, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Escambia County NED.

7.3 The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Recipient 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. Recipient 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 Recipient 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 Recipient seven (7) days written notice, during which period the Recipient still fails to allow access to such documents, terminate the Agreement. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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**

ARTICLE VIII
Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Program Income

10. No program income will result from the provision of SHIP Program funds under this Agreement.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code (FAC) 67-37 with regard to management and implementation of the Project. The text of Florida Administrative Code (FAC) 67-37, as amended, has been provided to the Recipient in its entirety as certified in **EXHIBIT III** of this Agreement. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

ARTICLE XII Procurement

12. The Recipient shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including but not limited to small, minority and woman owned businesses.

ARTICLE XIII General Provisions

13. The Recipient accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II and III** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

13.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein.

13.2 That all SHIP Program funds provided through this Agreement shall be used solely in support of homeownership activities targeting the preservation of existing homeowner occupied single family residences.

13.3 Project funds shall be restricted to low income eligible homeowners residing within unincorporated Escambia County, Florida, which shall be the defined service area for purposes of this Agreement.

13.4 That Project activities shall be dually governed by requirements of the Recipient's non-SHIP home repair programs, if any, and Florida Administrative Code (FAC) 67-37, and amendments thereto. In the event of an unmitigated conflict between the governing requirements with respect to any individual client's income or housing unit eligibility, the Recipient and County agree that neither party shall be obligated to complete the repair of that subject unit.

ARTICLE XIV Understanding of Terms

14. This Agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

14.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

14.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

SIGNATURE PAGES TO FOLLOW

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

S E A L

By: _____
D.B. Underhill, Chairman

BCC Approved: October 19, 2017

Escambia County Legal Department Approval:

**COMMUNITY ACTION PROGRAM COMMITTEE
INC., a not for profit corporation organized
under the laws of the State of Florida**

WITNESSED:

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
John W. Carrell, Chair, Board of Directors

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by John W. Carrell, Chair, Community Action Program Committee, Inc., who did not take an
oath and who:

____ is/are personally known to me.
____ produced current Florida driver's license as identification.
____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE "SHIP" HOUSING REPAIR ASSISTANCE PROJECT

NAME OF SPONSOR: COMMUNITY ACTION PROGRAM COMMITTEE, INC. (CAP)

1. PURPOSE

The purpose of this Agreement is to provide limited housing repair assistance to certain eligible "Very Low" and "Extremely Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below thirty percent (30%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Current income requirements are provided at the end of this Exhibit. The contract manager shall annually provide updated income eligibility guidelines for use by Recipient in carrying out the requirements of this Agreement. Recipient shall be responsible for documentation of the eligibility of each applicant, and will receive assistance from the contract manager to determine eligibility upon request.

2. SCOPE OF SERVICES

Community Action Program Committee, Inc. ("Recipient") shall provide affordable housing client intake, contracting for repairs and construction management services under terms, conditions, requirements and responsibilities of this Agreement, unless directed otherwise by the County. The County agrees to make certain funds available to provide for the repair of existing owner occupied substandard housing units targeting Very Low and Extremely Low Income families. Such funds are allocated from **Escambia/ Pensacola SHIP Program** funds in the amount of **\$450,000**. In addition, a maximum of **\$45,000** shall be made available to partially support administrative costs associated with this Agreement.

SHIP Program housing repair funds shall be committed by the County on behalf of eligible "Very Low" and "Extremely Low Income" families residing in Escambia County, Florida, in an amount not to exceed **\$15,000** per home, unless Recipient is notified in writing by the Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Housing Assistance Plan. The Recipient shall be responsible for fully documenting to the County the eligibility of such clients and assuring that SHIP Program funds provided to the Recipient are expended solely for eligible activities.

3. OBJECTIVES

The Recipient shall cause the limited repair of at least **twenty-five (25)** substandard single family homes owned and occupied by "Very Low or "Extremely Low Income" families within Escambia County during the term of this Agreement. The County will provide a listing of SHIP eligible applicants from its current waiting list. Applicants to be pulled from the waiting list will be special

needs households as defined by F.S. 420.0004 that are at or below 50% of area median income. Partner agency will be required to complete a client intake to verify eligibility for the SHIP program before work can commence. Applicants that cannot be assisted within the program maximum assistance per unit limits should be referred back to the County for assistance under one of the County's other rehabilitation programs. Components repaired within the homes shall meet minimum standards required by applicable provisions of the Florida Building Code, applicable health or safety standards, or other housing repair/rehabilitation standards. All assistance shall be provided so as to be affordable to eligible Project clients.

4. SERVICES

This Agreement presumes that Project activities will proceed generally in accordance with the Recipient's established procedures and policies which govern ongoing housing repair programs, with minimal overlay of SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37. The Recipient shall perform or cooperate in performance of the following services as required to implement the Agreement.

- A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries, Project activity costs, utilization of SHIP Project funds and, if utilized in conjunction with this Project, non-SHIP Program funds on a per unit (home) basis.
- B. Provide services associated with housing rehabilitation client intake, eligibility processing, intake, eligibility processing, development of construction specifications, selection of construction vendors, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of **twenty five (25)** repaired units within the term of this Agreement at a SHIP Program cost of not more than **\$15,000** per unit. Funding needs in excess of \$15,000 per unit may be requested in writing from the County Contract manager.
- C. Documentation of client eligibility is mandatory under this Agreement before work can commence. Failure to properly document eligibility will result in denial of Recipient's payment request. Documentation shall include proper verification of income eligibility, special needs households criteria as defined by F.S. 420.0004 and evidence of a participant's basic need for the assistance, and all other eligibility information required under state law.
- D. Recipient is expected to leverage outside funding with this Project. Recipient will provide information on outside funding provided by each client address.

5. RECIPIENT INFORMATION

ADDRESS:

Community Action Program Committee, Inc.
1380 North Palafox Street
Pensacola, Florida 32501

CONTACT: Doug Brown
TITLE: Executive Director
PHONE: (850) 438-8021
E-mail: d.brown@capc.pensacola.org

6. QUARTERLY REPORTS

- A. Recipient shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.
- B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.
- C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

7. PAYMENT SCHEDULE AND PROCEDURE

- A. All applicants (clients) for financial assistance under this Agreement shall file an Application with the Recipient in accordance with regulations governing the SHIP Housing Repair Assistance Project and other associated programs, through which the Recipient may dually fund housing repairs under this Agreement, as applicable on a case-by-case basis. All applicants for assistance shall be initially determined eligible under the SHIP Housing Repair Assistance Project and other associated programs, as applicable to be eligible to participate in activities provided for under this Agreement. The Recipient shall process all applicants in accordance with established application and income verification procedures. When a request has reached the point of approval, the Recipient shall provide the application information to the County and request a commitment of SHIP Program funds for that applicant ("client"). Upon receipt of the County's commitment, the Recipient may then formally approve and obligate the SHIP funds, along with any other funds available to the Recipient, that are required to complete rehabilitation of the subject dwelling.
- B. In all cases, the Recipient shall be required to contract with a properly licensed residential contractor to complete the actual rehabilitation work. Recipient shall establish and follow a bid/solicitation process, or an acceptable alternate contractor selection and award process that provides open and equal opportunities for qualified contractors interested in completing construction work in relation to this Agreement. Contractors paid directly under this Agreement must meet all County Licensing, Purchasing and Liability requirements. Construction jobs over \$25,000 will require a 100% Performance and Payment Bond to be paid and recorded by the Contractor. As the work progresses, the contractor may request, via the Recipient, payment under the terms of the contract between the recipient and the contractor. Not more than one payment (at final completion) per unit shall be issued by the County in support of the Project \$15,000, unless there are extenuating circumstances that are approved in advance by the County (NED). The County will make up to TWO reimbursements to the Contractor for contracts over \$15,000. One initial payment not to exceed 40% of the project bid can be released at 50% completion of the project with copies of progress inspections, Contractor invoice, and Building Inspections completed to date. The final reimbursement can be released at Project Completion with Final Contractor Bill, signoff and acceptance by the client, and copies of final inspections by Building

Inspections. In lieu of direct payment to the Contractor, Recipient may also submit reimbursement requests to be made to the Recipient with verification of paid invoice and with copies of contractor invoice(s), final inspections, and client signoff. Recipient shall process and verify the accuracy of the payment request and inspect the completed work prior to approving and forwarding the request for payment to the County (NED). The Recipient shall request an amount equal to the County's share of the total payment requested by the Contractor. Following County (NED) review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment for the completed rehabilitation work. Checks shall be made payable to the approved Contractor or Recipient as appropriate and the Clerk of the Circuit Court/Finance Division shall mail the County warrant (check) directly to the approved Contractor or Recipient.

- C. As a pre-condition to payment by the County hereunder, for each housing unit the Recipient shall make a request for a SHIP fund commitment by presenting to the contract manager all supportive documentation, including a complete, executed and approved application form executed by authorized representative(s) of the Recipient and by the client requesting SHIP assistance (including income verification and special needs documentation); the location of the housing unit to be repaired; a copy of the contractor bids for completion of the repair work; and copy of contract with approved contractor.
- D. Recipient shall be responsible for the recording of SHIP liens and notices of commencement for the Project.
- E. Administrative funding shall be provided to the Recipient from 2016, 2017 or 2018 SHIP funds as available. Funding shall be provided to the Recipient at a rate of \$800 per client intake and approval and an additional \$1000 for construction management once the repair is complete and the file is closed. The maximum amount of administrative funding available is specified in Article III of this Agreement.

8. PROJECT EVALUATION, MONITORING AND REVIEW

- A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County will monitor the Project at three month intervals. The Recipient shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.
- B. The County shall review and evaluate Recipient's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

9. INCOME GUIDELINES

INCOME GUIDELINES (SHIP Effective Date: April 14, 2017)

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% AMI
1	\$13,050	\$21,700
2	16,240	24,800
3	20,420	27,900
4	24,600	31,000
5	28,780	33,500
6	32,960	36,000
7	37,140	38,450
8	40,950*	40,950

**For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY “HOUSEHOLD” INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

QUARTERLY STATUS REPORT
REPORT # _____

TO:	ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION
FROM:	
DATE:	
PROJECT:	
CONTRACT YR:	2017/18
QUARTER:	<input type="checkbox"/> OCTOBER-DECEMBER (DUE JANUARY) <input type="checkbox"/> JANUARY-MARCH (DUE APRIL) <input type="checkbox"/> APRIL-JUNE (DUE JULY) <input type="checkbox"/> JULY-SEPTEMBER (DUE OCTOBER)

I. PROGRESS REPORT

- A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM).** If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

-
- B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED.**

-
- C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.**

-
- D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.**

QUARTERLY FINANCIAL REPORT

PROJECT:	
CONTRACT YR:	2017/18
QUARTER:	<input type="checkbox"/> OCTOBER-DECEMBER (DUE JANUARY) <input type="checkbox"/> JANUARY-MARCH (DUE APRIL) <input type="checkbox"/> APRIL-JUNE (DUE JULY) <input type="checkbox"/> JULY-SEPTEMBER (DUE OCTOBER)
CONTRACT AMOUNT:	\$450,000

EXPENDITURES:

CLIENT NAME/UNIT ADDRESS

COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Position

Date

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: COMMUNITY ACTION PROGRAM COMMITTEE, INC.

DATE: _____

RE: PROJECT: SHIP HOUSING REPAIR ASSISTANCE PROJECT
CONTRACT: 2014/2015

QUARTER: October-December April-June
 January-March July-September

I. PROGRESS REPORT

- A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.**

-
- B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED. (QUARTERLY STATUS AND FINANCIAL REPORTS).**

-
- C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.**
-

QUARTERLY FINANCIAL REPORT

**EXHIBIT II
Page 2**

RE: PROJECT: HOUSING REPAIR ASSISTANCE PROJECT
CONTRACT: 2014/2015

CONTRACT AMOUNT: \$ _____

Reporting Period (Quarter): October-December
 January-March
 April-June
 July-September

EXPENDITURES:

<u>CLIENT NAME/UNIT ADDRESS</u>	<u>SHIP COST</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Position

Date

EXHIBIT III

**SHIP PROGRAM RULES AND REGULATIONS
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE**

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

SHIP Governance can be found online at: <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-governance>

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

SHIP Income Manual and Addendum can be found online at: <http://www.floridahousing.org/HousingPartners/LocalGovernments/>

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

COMMUNITY ACTION PROGRAM COMMITTEE, INC.

By: _____
John W. Carrell, Chair, Board of Directors

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13097

County Administrator's Report 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Approval of Month-to-Month Lease Agreement With McDonald Shopping Center Tenant - Foxbow Realty. Inc. d/b/a Rainbow Store No. 186

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Month-to-Month Lease Agreement with McDonald Shopping Center Tenant - Foxbow Realty, Inc., d/b/a Rainbow Store No. 186 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action regarding the month-to-month Lease Agreement with McDonald Shopping Center tenant - Foxbow Realty, Inc., d/b/a Rainbow Store No. 186:

A. Approve the month-to-month Lease Agreement between Escambia County and FoxBow Realty, Inc., d/b/a Rainbow Store No. 186, a McDonald Shopping Center tenant; and

B. Authorize the Chairman to sign the above-referenced month-to-month Lease Agreement.

[Funding: Proceeds from the Lease will be deposited in Fund 001, General Fund, Revenue Account 362010]

BACKGROUND:

The Board at its February 9, 2017 Committee of the Whole Workshop authorized staff to obtain written month-to-month leases with all tenants who did not have a written agreement. The Board at its September 7, 2017 BCC Meeting further approved a request made by Rainbow Store No. 186 allowing them to enter into a month-to-month lease with the County upon the expiration of their written lease, which expired on September 30, 2017. This agreement is now being submitted for approval and execution by the Chairman.

BUDGETARY IMPACT:

[Funding: Proceeds from the Lease will be deposited in Fund 001, General Fund, Revenue Account 362010]

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Lease Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease Agreement with Foxbow Realty, Inc d/b/a Rainbow Store No. 186
9/7/2017 BCC Resume regarding Rainbow Store No. 186

**LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
FOXBOW REALTY, INC. D/B/A RAINBOW STORE NO. 186**

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2017 by and between FOXBOW REALTY, INC. (Tenant) and Escambia County, a political subdivision of the State of Florida (County).

WITNESSETH:

WHEREAS, Escambia County is the owner of real property (Property) located at 1821 W. Fairfield Drive, Pensacola, Florida 32505; and

WHEREAS, FOXBOW REALTY, INC. D/B/A RAINBOW STORE NO. 186 has requested that the County lease the Property to FOXBOW REALTY, INC. D/B/A RAINBOW STORE NO. 186 (Tenant); and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes at this time, and that it is in the best interest of the County to lease the Property to FOXBOW REALTY, INC. D/B/A RAINBOW STORE NO. 186 under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to FOXBOW REALTY, INC. D/B/A RAINBOW STORE NO. 186 property located at 1821 W. Fairfield Drive, PENSACOLA, FL 32505 (Property).
3. Term. The initial term of the Lease shall be **MONTH-TO-MONTH**, commencing on the first day of every month and ending on the last day of every month, commencing October 1, 2017. This lease may be renewed monthly upon joint agreement of the tenant and the County.
4. Compliance with Laws. Tenant agrees to comply with all federal, state and local laws, rules, ordinances, policies, statutes, orders or other governmental regulations applicable to the Property and its proposed use.
5. Rent. FOXBOW REALTY, INC. D/B/A RAINBOW STORE NO. 186 agrees to pay to the County as rent the sum of **FOUR THOUSAND THIRTY-ONE DOLLARS and 25 CENTS per month**, representing monthly rent in the amount of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), plus 7.5% rent tax in the amount of TWO HUNDRED EIGHTY-ONE DOLLARS and 25 cents (\$281.25) each month



without demand on the 1st of each month at 221 Palafox Place, Suite 440, Pensacola, FL 32502, or at PO Box 1591, Pensacola, FL 32591. Rent is due on the 1st of each month. If rent is not received by the 10th of the month, Tenant will be considered in breach of the Lease Agreement and eviction proceedings will be initiated.

6. Insufficient Funds. Tenant agrees to pay the charge of \$25 for each check given by Tenant to the County for lack of sufficient funds.
7. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Tenant first obtains written authorization from the County.
8. Maintenance and Utilities. Tenant shall be responsible for maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. Tenant will provide replacement air filters and light bulbs, exterior landscaping and grounds keeping, and shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, pest control, security, telephone, internet, and cable television.
9. Repairs. The County is responsible for repair of all external structural elements of the building. All repairs interior to the building are the responsibility of Tenant. In addition, Tenant is responsible for all repairs to electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor coverings and fixtures.
10. Acceptance of Property. Tenant accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.
11. Indemnification. Tenant agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which 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 the use or possession of the Property by Tenant.
12. County Insurance Required. Tenant shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the lease, the Lessee 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 Lessee, 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 Lessee 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 Lessee.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Lessee's interests or liabilities, but are merely minimums.

The Lessee's General Liability insurance policy 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 Lessee waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Lessee'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 Lessee is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Lessee or any other insurance of the Lessee 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.

General, Excess or Umbrella Liability Coverage

The Lessee shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability 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 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 Lessees, 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 General Liability and Excess 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 Lessee to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Escambia County must be provided with the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32591-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Robert Dye, Risk Manager, Post Office Box 1591, Pensacola, Florida 32591-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any 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.



Tenant agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Tenant must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance of Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

13. Termination. Either party may terminate this Lease, for cause or convenience. County agrees to provide at least ninety (90) days written notice to Tenant of its intent to terminate. Tenant may choose to terminate at the end of every month and shall notify the County of such termination at that time. Upon termination, Tenant shall immediately relinquish possession of the Property to the County.
14. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Tenant under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

Escambia County BOCC
Attn: Tara Cannon, Property Division
Management & Budget Services Dept.
221 Palafox Place, Suite 440
Pensacola, FL 32502

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TENANT:

FOXBOW REALTY, INC.
Attn: Joseph Chehebar #186
1000 Pennsylvania Avenue
Brooklyn, NY 11207

FOXBOW REALTY, INC.
1000 Pennsylvania Avenue
Brooklyn, NY 11207
Attn: Lease Administration #186

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

15. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Tenant's use of the Property.
16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property.

This Lease may be modified only by an amendment in writing, dated and signed by the County and Tenant after the date of this Lease. Tenant 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 in this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.
18. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and FOXBOW REALTY, INC. D/B/A RAINBOW STORE NO. 186 have caused this Lease to be executed by their duly authorized representative as of the day and year first written above.

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

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 10/4/17

Witness [Signature]
Print Name NANCY BECKER

Witness [Signature]
Print Name TONETTE WILLIAMS

FOXBOW REALTY, INC.

By: [Signature]
Gabriel J. Chehebar,
Authorized Representative

STATE OF NEW YORK
COUNTY OF KINGS

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by GABRIEL J. CHEHEBAR as Authorized Representative of FOXBOW REALTY, INC.. He is personally known to me.

[Signature]
Signature of Notary Public

TONETTE WILLIAMS
NOTARY PUBLIC, State of New York
No. 01WI6229200
Qualified in Queens County
Commission Expires October 4, 2018

(Notary Seal)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued...

- C. Authorizing the Chairman or Vice Chairman to accept a Drainage Easement for the pond outfall, as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.



2. Rainbow Store No. 186 ►

Motion made by Commissioner May, seconded by Commissioner Bergosh, and carried unanimously, approving the request made by Rainbow Store No. 186, located in the McDonald Shopping Center, that they be allowed to enter into month-to-month tenancy with the County upon the expiration of their written Lease, which expires September 30, 2017.

3. Waiving of Library Fines ►

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, re-authorizing the waiving of library fines, up to \$50, for each participating patron of the West Florida Public Libraries in exchange for the cardholder donating blood, or making a good-faith effort to donate, at blood drives held at the West Florida Public Libraries.

4. Presentation by the Pelicans Basketball Organization ►

County Administrator Brown advised this item is dropped.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13018

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: 2017 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the 2017 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning implementation of the 2017 HOME Investments Partnerships Act (HOME) Program Grant (#M-17-DC-12-0225):

A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola, providing for utilization of \$126,627 (program and administrative support) in 2017 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with Santa Rosa County, providing for utilization of \$188,717 (program and administrative support) in 2017 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

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

[Funding: Fund 147, HUD HOME Consortium, Cost Center 370269]

BACKGROUND:

The Board approved submission of the Escambia Consortium's 2017 Annual Plan for Housing and Community Development on August 3, 2017, including HOME funding and activities to be undertaken by Escambia Consortium members (Escambia County, the City of Pensacola, and Santa Rosa County). The Annual Plan as approved by all participating jurisdictions and advertised for public information outlined the use of 2017 HOME funds (see Exhibit I). These funds were also discussed during the annual budgeting process.

With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for use on or about November 1, 2017. In order to prepare for implementation of HOME activities, Interlocal Agreements must be entered with the City of Pensacola (Exhibit II) and Santa Rosa County (Exhibit III) to provide for utilization of their 2017 HOME allocations.

The HOME Program was initiated by HUD in 1991 as a key element of the National Affordable Housing Act. The program is designed for the production and preservation of affordable rental and owner occupied housing. The Board and the City of Pensacola entered into a Consortium for purposes of receipt of HOME funds in 1993, with Santa Rosa County joining the Consortium in 1994. HOME requires a 25% match for each dollar expended in HOME funds, with each jurisdiction typically matching with its State Housing Initiatives Partnership (SHIP) Program funds.

BUDGETARY IMPACT:

The total 2017 HOME allocation is \$880,028. Funds will be utilized as follows:

JURISDICTION	ACTIVITY	FUNDING
Escambia	Substantial Rehab/Reconstruction	\$382,812
Pensacola	Substantial Rehab/Reconstruction	\$105,604
Santa Rosa	Substantial Rehab/Reconstruction	\$78,225
Santa Rosa	Homebuyer Assistance	\$93,380
CHDO* Set Aside	Affordable Housing Development	\$132,005
ALL jurisdictions	Administration (10% maximum)	\$88,002
	TOTAL FUNDING:	\$880,028

*CHDO refers to a Community Housing Development Corporation as defined in the HOME Program regulations.

The 2017 HOME funds are currently budgeted in Fund 147, Cost Center 370268.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreements were reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All project level activities will be managed jointly by the Neighborhood Enterprise Division (NED) of the Neighborhood & Human Services Department, City of Pensacola Housing office staff, and Santa Rosa County staff with support from the Clerk's Finance Division for respective financial matters. Such services are provided in the HOME Grant administrative costs per the Interlocal Agreements and approved Annual Plan.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements are required for participating jurisdictions and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The City of Pensacola and Santa Rosa County were involved in the preparation of the Annual Plan and are aware of the award of the HOME grant and impending Board action.

Attachments

Ex I-HUD HOME BCC Approval 2017

Ex II-Pensacola HOME interlocal

Ex III-Santa Rosa HOME interlocal

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY
FINAL ALLOCATION NOTIFICATION

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**
=====

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida ("**CITY OF PENSACOLA**"), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME" (CFDA # 14.239); and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2017, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Division shall administer the City of Pensacola's participation in the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2017** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Division, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Division, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation, Homebuyer Assistance and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Program Policies and Procedures Manual. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and the City of Pensacola shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. The City of Pensacola shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. The County assumes Environmental Review obligations under 24 CFR Part 92.352.

Escambia County and the City of Pensacola agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the City of Pensacola certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement as each housing unit will be processed as a single unit.

SECTION 4. Funding.

a) Pensacola HOME Activities:

The maximum **2017** HOME Program funding available to provide assistance to documented eligible,

low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **\$105,604.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing	\$105,604.00
--	--------------

Total **\$105,604.00**

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund (Fund 147) for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Division shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **\$26,401.00** in non-federal funds. If required, the City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$21,023.00**, payable solely from funds currently available under the **2017 Escambia Consortium HOME Grant M-17-DC-12-0225**. Administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2017 Escambia Consortium HOME Grant M-17-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by the City will be receipted and returned to the County not less than annually. The County will receipt the funds into Fund 147 and IDIS. Program Income funds will be utilized and disbursed on the next available eligible City project.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola, or the Pensacola Housing Division, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Division shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or

other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Meredith Reeves, Division Manager
Neighborhood Enterprise Division.
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
E-mail: mareevesmyescambia

and in the case of the City of Pensacola to:

Ashton J. Hayward, III, Mayor
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626
E-mail: ahayward@cityofpensacola.com

with a copy to the City of Pensacola Housing Division Administrator (or City Designee)

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Term and Termination.

a.) The term of this Agreement shall commence on **October 1, 2017**, and continue for a term of one (1) year from said date or until all of the subject **2017 HOME** funds are fully expended and Grant **#M-17-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

b.) Under the HOME Program rule at §92.500(d)(1)(B), HOME funds shall be committed within 24 months after the last day of the month in which HUD notifies Escambia County of HUD's execution of the HOME grant agreement. The City of Pensacola shall endeavor to commit its **2017** funds by **September 30, 2019**, with expenditure by **September 30, 2022**. If the City cannot commit and/or expend its HOME funds by these deadlines, Escambia County reserves the right to re-program funds per the Citizen Participation Plan to another HOME eligible activity within the Escambia Consortium in order to avoid recapture of funds by HUD.

SECTION 10. Nepotism

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a.) The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 13. Compliance with Public Records Laws.

The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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**

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

The remainder of this page left intentionally blank

[SIGNATURE PAGE FOLLOWS]

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk
(S E A L)

By: _____
D. B. Underhill, Chairman

BCC Approved: October 19, 2017

CITY OF PENSACOLA, a Municipal
corporation chartered in the State of Florida

ATTEST:

Ericka L. Burnett, City Clerk
(SEAL)

By: _____
Ashton J. Hayward, III, Mayor

APPROVED AS TO CONTENT:

Marcie Whitaker, Housing Administrator

LEGAL IN FORM AND VALID AS
DRAWN:

City Attorney

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/4/17

EXHIBIT I

2017 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

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)

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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)

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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

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace ;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

- (1) taking appropriate personnel action against such an employee, up to and including termination; or
- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA**

Date: 10/19/17

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-17-DC-12-0225

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: City of Pensacola
 Pensacola Housing Division
 420 West Chase Street
 Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED: _____
 Certifying Officer
 Ashton J. Hayward, III, Mayor
 City of Pensacola

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Certifying Official
Ashton J. Hayward, III, Mayor
City of Pensacola

Date: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: Ashton J. Hayward, III

Title: Mayor

HOME Investment Partnerships Act

(Project Name)

M-17-DC-12-0225

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola Housing Division
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

(homecert.wpd)

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **COUNTY OF SANTA ROSA**, a political subdivision of the State of Florida ("**SANTA ROSA COUNTY**"), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

W I T N E S S E T H:

WHEREAS, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both Counties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME" (CFDA #14.239); and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2017, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** and **Substantial Rehabilitation/ Reconstruction** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2017 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise

Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Activities Administrative Requirements.

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Policies and Procedures Manual. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and Santa Rosa County shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. Santa Rosa County shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. Escambia County assumes Environmental Review obligations under 24 CFR Part 92.352.

Escambia County and Santa Rosa County agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the Santa Rosa County certifies that it shall take all actions required to fully comply with said provisions of law. **Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement** as each housing unit will be processed as a single unit.

SECTION 4. Funding.

a) Santa Rosa HOME Activities:

The maximum **2017** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **\$171,605.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE
SUBSTANTIAL REHAB/RECONSTRUCTION

\$93,380.00
\$78,225.00

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **\$42,901.25** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$17,112.00**, payable solely from funds currently available under the **2017 Escambia Consortium HOME Grant M-17-DC-12-0225**. Administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2017 Escambia Consortium HOME Grant M-17-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for

HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by Santa Rosa County will be receipted and returned to Escambia County not less than annually. Escambia County will receipt the funds into Fund 147 and IDIS. Program Income funds will be utilized and disbursed on the next available eligible Santa Rosa project per HUD HOME guidelines.

SECTION 5. Administrative Authority.

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Meredith Reeves, Division Manager
Neighborhood Enterprise Division.
221 Palafox Place, Suite 200
Pensacola, Florida 32501
Phone: (850) 595-0022
E-mail: mareeves@myescambia.com

and in the case of Santa Rosa County (Administration) to:

County Administrator
Santa Rosa County
Santa Rosa County Administration Office
6495 Caroline Street, Suite M
Milton, Florida 32570-4592
Phone: (850) 983-1855 FAX: (850) 983-1856

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Term and Termination.

a.) The term of this Agreement shall commence on **October 1, 2017**, continue for a term of one (1) year from said date or until all of the subject **2017** HOME funds are fully expended and Grant **#M-17-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

b.) Under the HOME Program rule at §92.500(d)(1)(B), HOME funds shall be committed within 24 months after the last day of the month in which HUD notifies Escambia County of HUD's execution of the HOME grant agreement. Santa Rosa County shall endeavor to commit its **2017** funds by **September 30, 2019**, with expenditure by **September 30, 2022**. If Santa Rosa County cannot commit and/or expend its HOME funds by these deadlines, Escambia County reserves the right to re-program funds per the Citizen Participation Plan to another HOME eligible activity within the Escambia Consortium in order to avoid recapture of funds by HUD.

SECTION 10. Nepotism

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the

laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County. Each Party shall be responsible for filing the Agreement with the Clerk in their respective jurisdiction.

SECTION 13. Compliance with Public Records Laws.

The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____
D.B. Underhill, Chairman

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

BCC Approved: October 19, 2017

BY: _____
Deputy Clerk

(S E A L)

**SANTA ROSA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS OF
SANTA ROSA COUNTY, FLORIDA**

ATTEST:

Donald C. Spencer
Clerk of Courts

By: _____
Rob Williamson, Chairman

BCC Approved:

(SEAL)

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS
THIS _____ DAY OF _____, 2017,
BY A VOTE OF _____ YEAS, _____ NAYS AND _____ ABSENT.

Approved as to form and legal
sufficiency

By/Title: [Signature]
Date: 10/19/17

EXHIBIT I

2017 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

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

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **SANTA ROSA COUNTY**

Date: 10/19/17

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-17-DC-12-0225

SANTA ROSA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: _____
Rob Williamson, Chairman
Santa Rosa County
Board of County Commissioners

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Rob Williamson, Chairman
Santa Rosa County Board of County Commissioners

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ **HOME Investment Partnerships Act (HOME)**
Name: Rob Williamson (Project Name)
Title: Chairman **M-17-DC-12-0225**
(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By: _____
Rob Williamson, Chairman
Board of County Commissioners

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13082

County Administrator's Report 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Agreement with Gulf Coast Kid's House, Inc. for Child Protection Team Services

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

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

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

A. Approve the Agreement between Escambia County, Florida, and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, in the amount of \$131,400, effective upon the date last executed by the parties and expiring on September 30, 2018, to fund medical examinations of allegedly abused, abandoned, or neglected children, at a rate of \$300 per examination, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement;

C. Authorize the issuance of the necessary Purchase Order; and

D. Approve the preparation of any necessary vouchers and Budget Amendments for the remainder of Fiscal Year 2017/2018, in the event the cost of medical examinations exceeds the previously appropriated sum.

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

BACKGROUND:

Pursuant to Chapter 39, Florida Statutes, the Department of Health, in conjunction with other state agencies, coordinates the services of Child Protection Teams in each service district throughout the state. The Department designated Gulf Coast Kid's House, Inc., as the Child Protection Team (CPT) provider serving Escambia County, effective February 17, 2017. As a designated CPT provider, Gulf Coast Kid's House, Inc., is required to perform medical examinations of allegedly abused, abandoned, or neglected children; and pursuant to FS 39.304(5), the county in which the subject child is a resident bears the cost of such medical examinations.

BUDGETARY IMPACT:

Funds are available in the General Fund (001) for the Fiscal Year 2017-2018 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and signed-off on the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gulf Coast Kid's House Agreement

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
GULF COAST KID'S HOUSE, INC. FOR CHILD PROTECTION TEAM SERVICES**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter, the "County"), with an administrative address of 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Kid's House, Inc., a Florida not-for-profit corporation, FEI/EIN Number 59-3520130, with a principal address of 3401 North 12th Avenue, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, pursuant to §39.303, Florida Statutes, the Children's Medical Services Program of the Department of Health is tasked with designating Child Protection Teams in each service district of the Department of Children and Families to conduct medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law; and

WHEREAS, the Children's Medical Services Program of the Department of Health designated Gulf Coast Kid's House, Inc. (hereinafter, the "Provider") as the Child Protection Team provider serving Escambia County; and

WHEREAS, pursuant to §39.304(5), Florida Statutes, the County in which a child is a resident shall bear the initial costs of medical examinations of allegedly abused, abandoned, or neglected children that are conducted by the designated Child Protection Team, and the parents or legal custodian of the child are required to reimburse the County for the costs of such examination; and

WHEREAS, the County and Provider desire to enter into an agreement to memorialize the method and manner by which the County shall bear the initial costs of medical examinations as provided in §39.304(5), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Provider agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Responsibilities of the parties.

2.1 Program Funding. For Fiscal Year 2017-2018 (October 1, 2017 through September 30, 2018), the County has appropriated a sum of \$131,400.00 to fund medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law at a rate of \$300.00 per examination. The total sum that the County shall contribute will be determined by the number of documented medical examinations performed by the Provider for eligible children during the term of the Agreement. Provider shall provide to County a fully completed W-9 form and a fully executed original Agreement. Upon written notification to Provider, the County may suspend payments to Provider if the Provider defaults in its obligations under this Agreement. The notice shall specify the manner in which the Provider has failed to comply and a timeframe in which the Provider must achieve compliance or the Agreement shall be subject to termination pursuant to Section 3. In the event the cost of medical examinations exceeds the previously appropriated sum, the County may require a written amendment to this Agreement in accordance

with section 14(b) to memorialize that the County has allocated additional funds to pay for the medical examinations. However, nothing set forth in this Paragraph or this Agreement shall limit or be construed to limit the County's obligation to fund medical examinations as required by and pursuant to Fla. Stat. §39.304(5).

2.2 Invoices. Provider shall send an Invoice to the County on the tenth day of each month documenting all exams that were performed during the prior month. Payments under this agreement shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

2.3 Reporting Requirements. Provider shall provide a monthly report in a form acceptable to the County documenting the non-confidential details of each examination which is set forth on the monthly invoice, including, but not limited to, the total number of exams performed, case numbers, case coordinators, dates of exams, examining physicians, and patient age/sex/race.

2.4 Audit. Upon providing reasonable notice to Provider, the County may, as allowed by law, inspect all pertinent records, statistical, financial, audit, and participant files related to the Provider's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

2.5 Effective Date. This Agreement shall become effective upon the date last executed by the parties and expires on September 30, 2018, unless earlier terminated as provided herein. The term of this Agreement may be renewed or extended only by written amendment to the Agreement duly executed by the parties hereto.

Section 3. Termination. This Agreement may be terminated by either party for convenience upon providing a minimum of sixty (60) days written notice to the other party. This Agreement may be terminated by County for cause upon providing seven (7) days written notice if the Provider defaults in its obligations under this Agreement. Upon expiration or termination for any reason, the Provider shall provide a final report with supporting documentation through the date of expiration or termination. The Provider's final request for payment must be submitted within thirty (30) calendar days after the expiration or termination of the Agreement. Notwithstanding the foregoing, nothing in this Section or this Agreement shall be construed to terminate the County's obligations under §39.304(5), Florida Statutes.

Section 4. Insurance. The Provider is required to maintain professional liability insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per policy year against any claims arising from any act or omission by the Provider. Certificates of Insurance shall be provided to Risk Management, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 5. Independent Contractor Status. In the performance of this Agreement hereunder, Provider is an independent contractor. Provider shall not hold itself out as an employee, agent or servant of the County; and Provider shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 6. Public Records.

6.1 The Provider acknowledges that this Agreement and any portion of the related non-confidential financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Provider shall maintain any such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Provider shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Provider agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Provider fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Provider seven days written notice, during which period the Provider still fails to allow access to such documents, terminate the contract. In such case, the Provider shall not be entitled to receive any further payment.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

6.2 The Parties acknowledge that pursuant to §39.202 (6), Florida Statutes, all records and reports of the Child Protection Team (CPT) are confidential and exempt from the provisions of §119.07(1), Florida Statutes, the Florida Public Records Law, and §456.057, Florida Statutes, regarding ownership and control of patient records. CPT records shall not be disclosed, except, upon request, to the state attorney, law enforcement, the Department of Health, and other necessary professionals, in furtherance of the treatment or additional evaluative needs of the child, by order of the court, or to health plan payers, limited to that information used for insurance reimbursement purposes. Generally, the confidential and exempt status of CPT records attaches to the documents; that is, it retains its confidential and exempt status when it is properly released to an authorized agency or person, who in turn generally has a legal obligation to maintain the confidential and exempt nature of the documents. Pursuant to §39.205 (3) Florida Statutes, a person who knowingly and willfully makes public or discloses any confidential information contained in the central abuse hotline or in the records of any child abuse, abandonment, or neglect case, except as provided in this chapter, commits a misdemeanor of the second degree, punishable as provided in §775.082, Florida Statutes or §775.083, Florida Statutes.

Section 7. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 8. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 9. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 10. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 11. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 12. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 13. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Section 14. Prior Agreements Superseded.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 15. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and

therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 16. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 17. Liability. The County, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Provider. While serving in its capacity as the Child Protection Team provider for Escambia County, the Provider agrees to be fully responsible for its individual negligent acts or omissions or tortious acts arising out of the performance of this Agreement which may result in claims or suits against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

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

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 10/19/17

PROVIDER:
Gulf Coast Kid's House, Inc.

By: _____
Stacey Kostevicki, Executive Director

ATTEST:

Corporate Secretary

(SEAL)

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13074

County Administrator's Report 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Supplemental Budget Amendment #003 - National Fish & Wildlife Foundation Living Shoreline Project

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #003 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #003, Other Grants and Projects Fund (110), in the amount of \$180,000 to recognize Grant proceeds from the National Fish and Wildlife Foundation (NFWF), and to appropriate these funds for the Bayou Grande Living Shoreline Project to construct offshore reefs and install appropriate emergent vegetation between the oyster reefs and the shoreline at three locations in the Navy Point area of Bayou Grande.

BACKGROUND:

The Department of Natural Resources Management has been awarded a grant by the National Fish and Wildlife Foundation for the Bayou Grande Living Shoreline Project. This project will be to construct offshore reefs and install appropriate emergent vegetation between the oyster reefs and the shoreline at three locations in the Navy Point area of Bayou Grande. This project will improve water quality, improve fish and wildlife habitat, reduce shoreline erosion, strengthen coastal resiliency, and restore oyster reef and emergent marsh habitat. This project is designed, permitted, and ready to begin construction.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of \$180,000.

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#003

**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 has received a grant from National Fish and Wildlife Foundation (NFWF) for the Bayou Grande Living Shoreline Project, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Other Grants and Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
NFWF Living Shoreline	110	337386 (new)	180,000
Total			\$180,000

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Other Contractual Services	110/221028 (new)	53401	71,100
Operating Supplies	110/221028 (new)	55201	103,900
Machinery and Equipment	110/221028 (new)	56401	5,000
Total			\$180,000

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

D.B. Underhill, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
003



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13083

County Administrator's Report 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Supplemental Budget Amendment #004 - 4-H Foundation Funding for Program Assistant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #004 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #004, General Fund, Fund (001), in the amount of \$15,974, to recognize funding from the Escambia County 4-H Foundation for funding a contract part-time Program Assistant for 6 months to provide support for the 4-H agents.

BACKGROUND:

The Escambia County 4-H Foundation has provided \$15,974 to Extension Services for funding a contract part-time Program Assistant for 6 months. The position will be hired through Blue Arbor, Inc., under the County's continuing contract for temporary labor services, and will act as support for the 4-H agents. It is anticipated the 4-H Foundation will provide another 6 months of funding when the first 6 months is completed.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$15,974.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#004

**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, Escambia County has received a check from the 4-H Foundation for funding a part-time Program Assistant, 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, 2018:

<u>General Fund</u>	<u>001</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
4-H Foundation Contributions	001	337111	15,974
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total			15,974

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	001/221201	53401	15,974
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total			15,974

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

D. B. Underhill, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#004



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13029

County Administrator's Report 11. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/19/2017

Issue: Acceptance of a Quit Claim Deed from Camshire Meadows Homeowners' Association, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Quit Claim Deed from Camshire Meadows Homeowners' Association, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Quit Claim Deed from Camshire Meadows Homeowners' Association, Inc.:

A. Accept the donation of a Quit Claim Deed from Camshire Meadows Homeowners' Association, Inc.;

B. Authorize the payment of documentary stamps, considering that the property is being donated for governmental use 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 Quit Claim Deed; and

D. Authorize the Chairman or Vice Chairman to accept the Quit Claim Deed 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: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office]

BACKGROUND:

In 2012, Pensacola Habitat for Humanity conveyed a portion of Lot 1, Block D, of Camshire Meadows Subdivision to Escambia County (OR 6930 Page 1959) for the purpose of expanding the retention pond. In 2016, Pensacola Habitat for Humanity inadvertently conveyed all of Lot 1, Block D to Camshire Meadows Homeowners' Association, Inc. (OR 7581 Page 1723) instead of lessing and excepting the portion that was previously deeded to the county. In 2017, a corrective Quit Claim Deed (OR 7732 Page 205) was executed and recorded to correct the legal description on OR 7581 Page 1723.

In efforts to ensure that they have no interest in that portion of Lot 1, Block D, that was originally conveyed to the county, Camshire Meadows Homeowners' Association, Inc., would like to record this Quit Claim Deed.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Quit Claim Deed was approved as to form and legal sufficiency by the County Attorney's office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Quit Claim Deed

Habitat to County OR 6930 Pg 1959

Habitat to HOA OR 7581 Pg 1723

Habitat to HOA - Corrective Deed OR 7732 Pg 205

Prepared by:
Stephen R. Moorhead, Esquire
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
File Number: SRM-07-2294

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA



KNOW ALL MEN BY THESE PRESENTS, that CAMSHIRE MEADOWS HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, whose mailing address is 4400 Bayou Blvd., Suite 35, Pensacola, FL 32503, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does remise, release and quit claim unto ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, FL 32502, hereinafter called Grantee, its successors and assigns, forever, the following described real property in the County of Escambia, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE


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

DATED this the 18th day of September, 2017.

Witnesses:


Printed name of witness Summer McCullen

Printed name of witness Faith Higgins

CAMSHIRE MEADOWS
HOMEOWNERS' ASSOCIATION, INC., a
Florida not for profit corporation

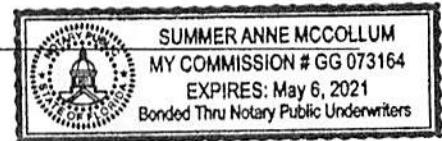

By: DeVon Snell, its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of September, 2017, by DeVon Snell, as President of Camshire Meadows Homeowners' Association, Inc., a Florida not for profit corporation.

Summer Anne McCollum
NOTARY PUBLIC

Print Name: _____



____ Personally Known
OR
X Produced Identification
Type of Identification Produced FL DL

ACCEPTANCE OF DELIVERY

Delivery of the above and foregoing Quitclaim Deed is hereby accepted by the 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.

ESCAMBIA COUNTY, FLORIDA, by and
Through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST:
Pam Childers, Clerk of the Court

Doug Underhill, Chairman
D.B. Underhill, Chairman

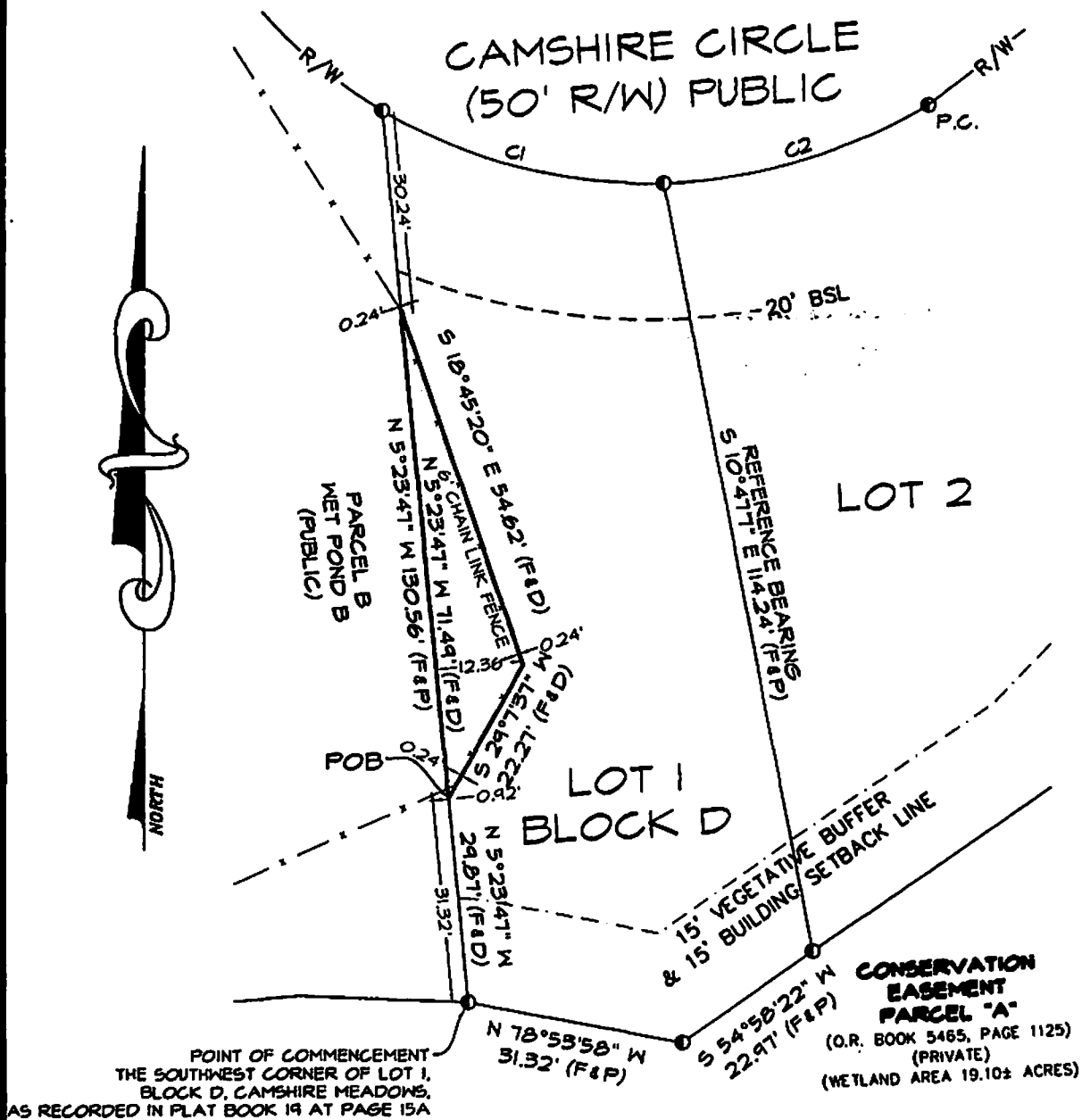
Deputy Clerk
(SEAL)

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Sept. 27, 2017

DESCRIPTION DRAWING

JOB NO.: 18261-12



PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1	42.38'	15.00'	92°22'31"	21.71	41.82'	S 75°10'10" E
C2	40.00'	15.00'	30°33'28"	20.44	34.53'	N 75°19'44" E

SCALE: 1" = 20'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

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

EXHIBIT

A

BK: 6930 PG: 1961

EXHIBIT A

DESCRIPTION DRAWING

JOB NO.: 18261-12

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK D, CAMSHIRE MEADOWS AS RECORDED IN PLAT BOOK 19 AT PAGE 15 A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 05 DEGREES 23 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 29.87 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 05 DEGREES 23 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 FOR A DISTANCE OF 71.49 FEET; THENCE GO SOUTH 18 DEGREES 45 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 54.62 FEET; THENCE GO SOUTH 29 DEGREES 07 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 22.27 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 451 SQUARE FEET - 0.01 ACRES MORE OR LESS.

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

Fred R. Thompson 6-13-2012
FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE: 1"=20'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
PENSACOLA, FL 32526
(850) 432-1052

Recorded in Public Records 11/06/2012 at 10:53 AM OR Book 6930 Page 1959,
Instrument #2012084987, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$35.50 Deed Stamps \$0.70

This document was prepared by:
Judy Cantrell
Escambia County Engineering Department
3363 W. Park Place
Pensacola, Florida 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 27th day of September, 2012, by and between Pensacola Habitat for Humanity, Inc., whose address is P. O. Box 13204, Pensacola, FL 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

“ Exhibit A”

Parcel Identification Number 33-2S-31-3200-001-004 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

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

BK: 6930 PG: 1960

Grantor

Pensacola Habitat for Humanity, Inc.

Witness Bernie W. Manning
 Print Name Bernie W. Manning

Witness Judith C. Cantrell
 Print Name Judith Cantrell

By: Tim Evans
 Title: Executive Director / CEO

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of September, 2012, by Tim Evans. He/She () is personally known to me, or () has produced current FL Dr License as identification.

Judith C. Cantrell
 Signature of Notary Public

(Notary Seal)

JUDITH C. CANTRELL
 Comm# 00987813
 Expires 5/1/2014
 Florida Notary Assn., Inc.

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the 5th day of November, 2012, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 1st day of November, 2012.

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
 Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
 Clerk of the Circuit Court



This document approved as to form and legal sufficiency.

By: [Signature]
 Title: Att. County Attorney
 Date: Oct. 2, 2012

BK: 6930 PG: 1961

EXHIBIT A

DESCRIPTION DRAWING

JOB NO.: 18261-12

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK D, CAMSHIRE MEADOWS AS RECORDED IN PLAT BOOK 19 AT PAGE 15 A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 05 DEGREES 23 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 29.87 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 05 DEGREES 23 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 FOR A DISTANCE OF 71.49 FEET; THENCE GO SOUTH 18 DEGREES 45 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 54.62 FEET; THENCE GO SOUTH 29 DEGREES 07 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 22.27 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 451 SQUARE FEET - 0.01 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32506

Fred R. Thompson 6-13-2012
FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE: 1" = 20'



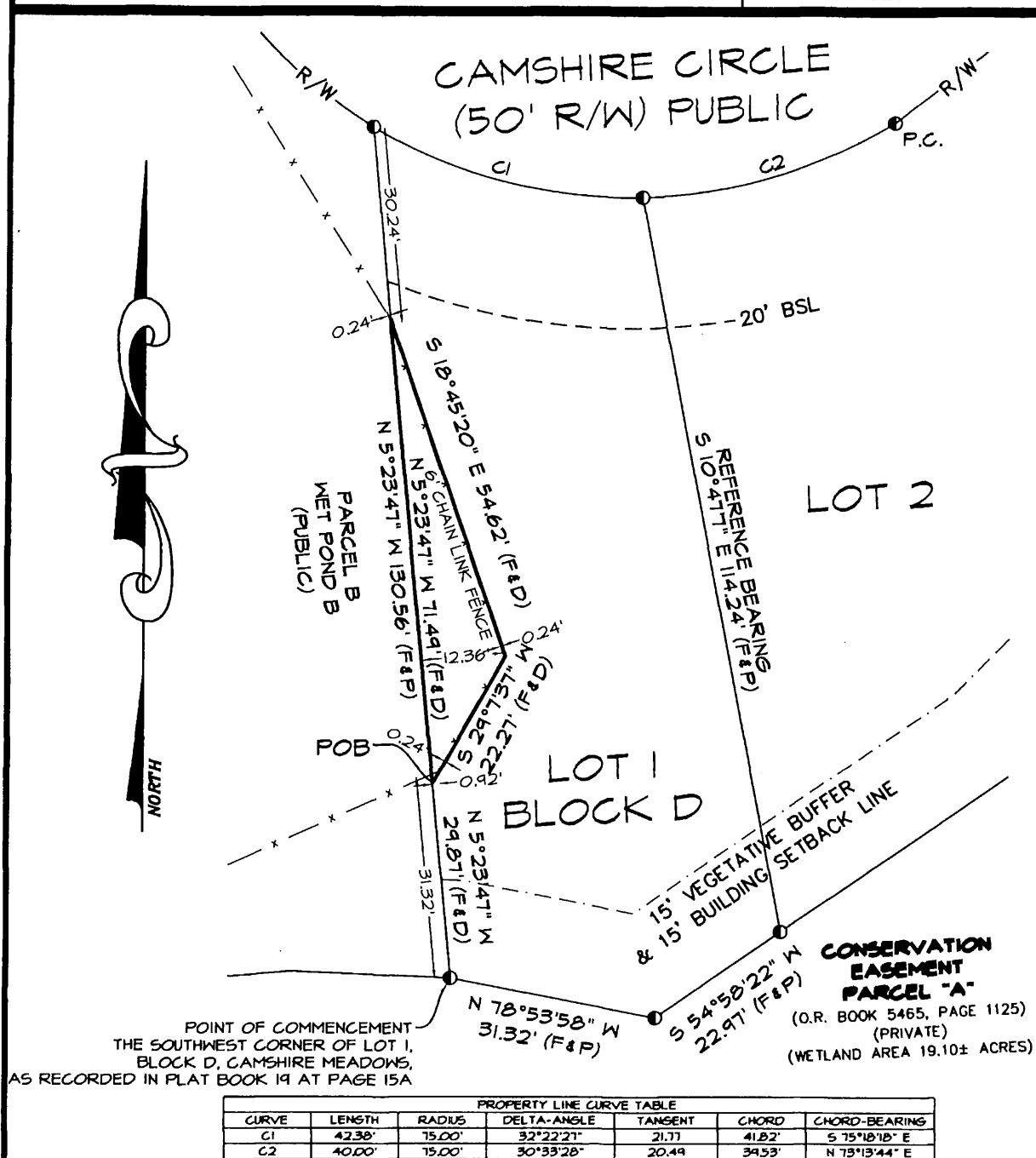
NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
Pensacola, FL 32506
(850) 432-1052

BK: 6930 PG: 1962 Last Page

DESCRIPTION DRAWING

JOB NO.: 18261-12



SCALE: 1" = 20'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

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

Prepared By:
Stephen R. Moorhead, Esquire
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
File Number: SRM-07-2294

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that PENSACOLA HABITAT FOR HUMANITY, INC., a Florida not for profit corporation, whose mailing address is 300 West Leonard Street, Pensacola, FL 32501, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does remise, release and quit claim unto CAMSHIRE MEADOWS HOMEOWNERS' ASSOCIATION INC., a Florida not for profit corporation, whose mailing address is 4400 Bayou Blvd., Suite 35, Pensacola, FL 32503, hereinafter called Grantee, its successors and assigns, forever, the following described real property in the County of Escambia, State of Florida, to-wit:

Lot 1, Block "A," Lot 1, Block "C," Lots 1 and 2, Block "D," and Lots 1, 2, 3, 13, 14 and 15, Block "F," as per plat of Camshire Meadows, as recorded in Plat Book 19, at Pages 15 & 15-A of the public records of Escambia County, Florida (the "Property").

Grantor conveys Lots 1, 2, 3, 13, 14 and 15, Block "F" of the Property subject to the restriction that the Grantee use these lots to construct a basketball court for the benefit of the residents of Camshire Meadows or otherwise, for the common use and enjoyment of the owners of lots in Camshire Meadows. Grantor reserves a possibility of a reverter, and, in the event that the Grantee ceases to use the Property in accordance with the above-stated purposes and restrictions, title to the Property shall automatically revert to Grantor. An affidavit executed by either party and filed in the public records, reciting that Grantee has ceased to use the Property in accordance with the above-stated purposes and restrictions, shall be sufficient to confirm that title has reverted to Grantor.

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

(end of text – signature page to follow)

DATED this the 6 day of June, 2016.

Witnesses:

PENSACOLA HABITAT FOR HUMANITY,
INC., a Florida not for profit corporation

Harold L. Major
Printed name of witness HAROLD L. MAJOR

Dianne McMaster
Printed name of witness DIANNE McMASTER

Timothy H. Evans
By: Timothy H. Evans
Its: Executive Director / CEO

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of June, 2016, by Timothy H. Evans, as CEO of Pensacola Habitat for Humanity, Inc., a Florida not for profit corporation.

Summer Anne McCollum
NOTARY PUBLIC
Print Name: _____

A Personally Known
OR
Produced Identification
Type of Identification Produced _____



SUMMER ANNE MCCOLLUM
MY COMMISSION # FF 014859
EXPIRES: May 6, 2017
Bonded Thru Budget Notary Services

ACCEPTANCE OF DELIVERY

Delivery of the above and foregoing Quitclaim Deed is hereby accepted by the Camshire Meadows Homeowners' Association, Inc., this 7th day of June, 2016.

CAMSHIRE MEADOWS HOMEOWNERS'
ASSOCIATION, INC., a Florida not for profit
corporation

DeVon Snell
By: DeVon Snell, its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of June, 2016, by DeVon Snell, as President of Camshire Meadows Homeowners' Association, Inc. a Florida not for profit corporation.

Donna F. Brahier
NOTARY PUBLIC
Print Name: DONNA F. BRAHIER

X Personally Known
OR
Produced Identification
Type of Identification Produced _____



Prepared by:
Stephen R. Moorhead, Esquire
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
File Number: SRM-07-2294

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017046916 6/21/2017 9:02 AM
OFF REC BK: 7732 PG: 205 Doc Type: CQD
Recording \$27.00 Deed Stamps \$0.70

This deed is being executed and recorded to correct the legal description of the Quit Claim Deed recorded in Official Records Book 7581, at Page 1723 of the public records of Escambia County, Florida.

CORRECTIVE QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that PENSACOLA HABITAT FOR HUMANITY, INC., a Florida not for profit corporation, whose mailing address is 300 West Leonard Street, Pensacola, FL 32501, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does remise, release and quit claim unto CAMSHIRE MEADOWS HOMEOWNERS' ASSOCIATION INC., a Florida not for profit corporation, whose mailing address is 4400 Bayou Blvd., Suite 35, Pensacola, FL 32503, hereinafter called Grantee, its successors and assigns, forever, the following described real property in the County of Escambia, State of Florida, to-wit:

Lot 1, Block "A;" Lot 1, Block "C;" Lot 1, Block "D," less and except any portion of said Lot 1, Block "D" that lies within the property described in the Warranty Deed recorded at Official Records Book 6930, at Page 1959 of the public records of Escambia County, Florida; Lot 2, Block "D;" and Lots 1, 2, 3, 13, 14 and 15, Block "F," as per plat of Camshire Meadows, as recorded in Plat Book 19, at Pages 15 & 15-A of the public records of Escambia County, Florida (the "Property").

Grantor conveys Lots 1, 2, 3, 13, 14 and 15, Block "F" of the Property subject to the restriction that the Grantee use these lots to construct a basketball court for the benefit of the residents of Camshire Meadows or otherwise, for the common use and enjoyment of the owners of lots in Camshire Meadows. Grantor reserves a possibility of a reverter, and, in the event that the Grantee ceases to use the Property in accordance with the above-stated purposes and restrictions, title to the Property shall automatically revert to Grantor. An affidavit executed by either party and filed in the public records, reciting that Grantee has ceased to use the Property in accordance with the above-stated purposes and restrictions, shall be sufficient to confirm that title has reverted to Grantor.

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

By acceptance of this Quitclaim Deed, which lesses out and excepts a portion of Lot 1, Block D, Grantee accepts the corrections noted herein and further releases and quitclaims the less out property unto Escambia County, a political subdivision of the State of Florida.

DATED this the 15th day of MAY, 2017.

Witnesses:

PENSACOLA HABITAT FOR HUMANITY, INC., a Florida not for profit corporation

Summer Anne McCollum
Printed name of witness Summer McCollum

Kelly K. Freeman
Printed name of witness Kelly K. Freeman

Harold L. Major
By: HAROLD L. MAJOR
Its: C. O. O.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

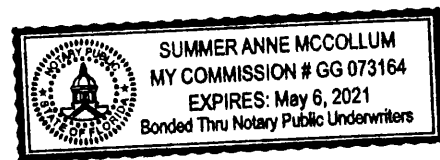
The foregoing instrument was acknowledged before me this 15th day of May, 2017, by Harold L. Major, as CEO of Pensacola Habitat for Humanity, Inc., a Florida not for profit corporation.

Summer Anne McCollum

NOTARY PUBLIC

Print Name: _____

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____



ACCEPTANCE OF DELIVERY

Delivery of the above and foregoing Quitclaim Deed is hereby accepted by the Camshire Meadows Homeowners' Association, Inc., this 16th day of May, 2017, and forthwith releases and quitclaims that portion of Lot 1, Block D lying within the property described in Official Records Book 6930, at Page 1959 of the public records of Escambia County, Florida, unto Escambia County, a political subdivision of the State of Florida.

Witnesses:

CAMSHIRE MEADOWNS
HOMEOWNERS' ASSOCIATION, INC., a
Florida not for profit corporation

Peggy Fowler
Printed name of witness Peggy Fowler

Robert A. Steward
Printed name of witness Robert A. Steward

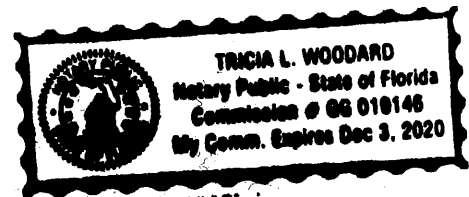
DeVon Snell
By: DeVon Snell, its President
Its: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of May, 2017, by DeVon Snell, as President of Camshire Meadows Homeowners' Association, Inc. a Florida not for profit corporation.

Tricia L. Woodard
NOTARY PUBLIC
Print Name: Tricia L. Woodard

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13067

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 10/19/2017

Issue: Acquisition of Real Property For The Bristol Park - Ashbury Hills Area Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board, in accordance with Section 46-139 of Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project:

A. Authorize the purchase of the following parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (appraised value - average)
Arachikavitz, Daniel W. and Marinda Lynn	10100 Bristol Park Road	1.05 acres	\$330,500

B. Approve the Contract for Sale and Purchase for the acquisition of real property in the Bristol Park-Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

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

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

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

As stated in the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet: the County is to pay fair and reasonable costs associated with real estate closing, including the cost of title transfer, recording fees, transfer taxes, and evidence of title and legal description (of which will be submitted for reimbursement). The homeowner is responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past due taxes.

By authorizing the payment of documentary stamps and recording fees, the total value paid for each parcel will be in excess of the appraised value, therefore, a super-majority vote is required.

The County obtained two appraisals for this parcel; \$316,000 and \$345,000. The average of these two appraisals is \$330,500, which the Arachikavitzs have accepted.

BUDGETARY IMPACT:

Fund 352 "LOST III", Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent for these purchases are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contracts for Sale and Purchase were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Map

December 8 BCC Minutes

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Daniel W. Arachikavitz and Marinda Lynn Arachikavitz, husband and wife, whose address is 10100 Bristol Park Road, Cantonment, Florida 32533 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2017.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Three Hundred Thirty Thousand, Five Hundred Dollars (\$330,500.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:

Daniel W. Arachikavitz
and Marinda Lynn Arachikavitz,
10100 Bristol Park Road
Cantonment, FL 32533

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

SELLERS:

By/Title: Schlesel Asst. County Atty
Date: Oct 4, 2017

Witness

Horace Jones
Print Name

Daniel W. Arachikavitz
Daniel W. Arachikavitz

Witness

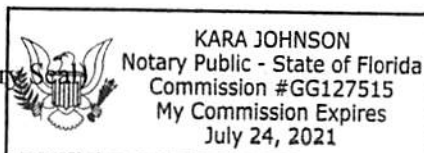
Kara Johnson
Print Name

Date: 9/29/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of September, 2017, by
Daniel W. Arachikavitz. He () is personally known to me, (☒) produced current
FL Drivers License as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public

[Signature]

Witness

Horace Sura

Print Name

[Signature]

Witness

Kara Johnson

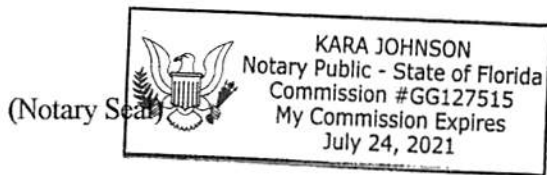
Print Name

[Signature]
Marinda Lynn Arachikavitz

Date: 9/29/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of September, 2017, by
Marinda Lynn Arachikavitz. She ☐ is personally known to me, ☒ produced current
FL Drivers License
as identification.



[Signature]

Signature of Notary Public

Kara Johnson

Printed Name of Notary Public

Exhibit "A"

**Lot 1, Block C, Bristol Park Unit II, a subdivision of a portion of Section 3,
Township 1 South, Range 31 West, Escambia County, Florida, according to the plat
recorded in Plat Book 14 at Page 20, of the public records of said County.**

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5



10100 Bristol Park Road

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):
 - A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;
 - B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);
 - C. Request modified Grant Agreement, allowing use of funds for purposes of construction;
 - D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;
 - E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and
 - F. Authorize staff to prepare contracts for consideration and final approval by the Board.

Approved 5-0, Items A through F

Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13071

County Administrator's Report 11. 2.

BCC Regular Meeting

Discussion

Meeting Date: 10/19/2017

Issue: Acquisition of Real Property Located at 10050 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 10050 Bristol Park Road for the Bristol Park-Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project:

A. Authorize the purchase of real property located at 10050 Bristol Park Road, for the Bristol Park-Ashbury Hills Area Project, from Robert Keith and Susan E. Sheets, for the average of the County's appraised value of \$295,000 and the owner's provided appraisal of \$350,000, which equals \$322,500;

B. Approve the Contract for Sale and Purchase for the acquisition of real property (approximately 0.65 acres) located at 10050 Bristol Park Road, from Robert Keith and Susan E. Sheets, for the purchase price of \$322,500;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to Hazard Mitigation Grant Program guidelines; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.]

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

As stated in the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet: the County is to pay fair and reasonable costs associated with real estate closing, including the cost of title transfer, recording fees, transfer taxes, and evidence of title and legal description (which will be submitted for reimbursement). The homeowner is responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past due taxes.

By authorizing the payment of documentary stamps and recording fees, the total value paid for each parcel will be in excess of the appraised value; therefore, a super-majority vote is required.

Escambia County had an appraisal performed on this property valued at \$295,000. The property owners have provided their own appraisal which revealed a value of \$350,000. The average of the two appraisals is \$322,500, which the Sheets have accepted.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the County's appraisal if they believe the fair market value of their home is not adequate. The appeal process does include a second appraisal for their home at their expense. The County will then split the difference of the initial appraisal and second appraisal to determine the fair market value of the property, after which the County may make another offer.

Funds spent toward this project in accordance with the guidelines are eligible for reimbursement.

BUDGETARY IMPACT:

Funding is available in Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase was approved by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Sheets Contract

Map

December 8 BCC Minutes

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Robert Keith Sheets and Susan E. Sheets, husband and wife, whose address is 10050 Bristol Park Road, Cantonment, Florida 32533 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2017.

2. PURCHASE PRICE; PAYMENT. The purchase price is Three Hundred Twenty-Two Thousand, Five Hundred Dollars (\$322,500.00), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:

Robert Keith Sheets
and Susan E. Sheets
10050 Bristol Park Road
Cantonment, FL 32533

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

SELLERS:

By/Title: Robert Keith Sheets, Asst. County Attorney
Date: Oct. 6, 2017

Witness

Horacio Jones
Print Name

Robert Keith Sheets

Witness

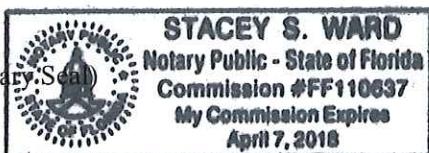
Stacey S. Ward
Print Name

Date: 10/5/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by
Robert Keith Sheets. He () is personally known to me, (☒) produced current
FL Drivers License as identification.

(Notary Seal)



Signature of Notary Public

Stacey S. Ward
Printed Name of Notary Public

[Signature]
Witness

Horace Jones
Print Name

[Signature]
Witness

Stacey S Ward
Print Name

[Signature]
Susan E. Sheets

Date: 10/5/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by **Susan E. Sheets**. She (☐) is personally known to me, (☒) produced current FL Drivers License as identification.

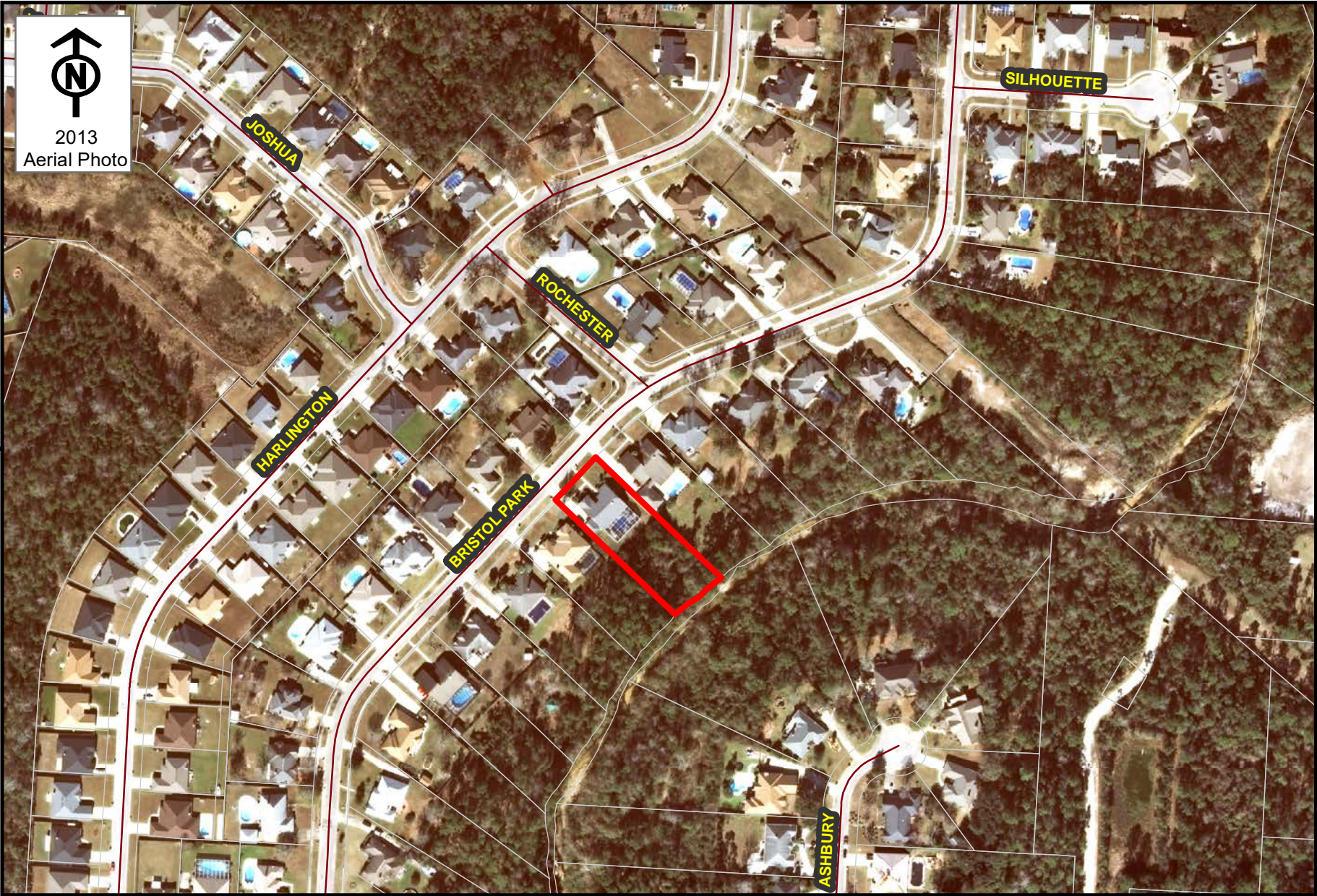


[Signature]
Signature of Notary Public
Stacey S. Ward
Printed Name of Notary Public

Exhibit "A"

Lot 6, Block C, Bristol Park Unit II, a subdivision of a portion of Section 3,
Township 1 South, Range 31 West, Escambia County, Florida, according to the plat
recorded in Plat Book 14 at Page 20, of the public records of said County.

Bristol Park - Ashbury Hills



2013
Aerial Photo



ESCAMBIA COUNTY
ENGINEERING DIVISION
SSW 12/2016 DISTRICT 5



10050 Bristol Park Road

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):
 - A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;
 - B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);
 - C. Request modified Grant Agreement, allowing use of funds for purposes of construction;
 - D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;
 - E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and
 - F. Authorize staff to prepare contracts for consideration and final approval by the Board.

Approved 5-0, Items A through F

Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13019

County Administrator's Report 11. 3.

BCC Regular Meeting

Discussion

Meeting Date: 10/19/2017

Issue: Approval of FY 2017/18 Program Participation Agreement with Pathways for Change, Inc.

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2017/2018 Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning approval of the Fiscal Year 2017/2018 Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida:

A. Approve the Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida, in the amount of \$140,000, to be paid from the General Fund (001), Cost Center 110201, Account 58208;

OR

B. Approve the Program Participation Agreement between Pathways for Change, Inc., and Escambia County, Florida, in the amount of \$175,000, to be paid from the General Fund (001), Cost Center 110201, Account 58208;

C. Authorize the Chairman to sign the approved Agreement, pending Legal review and approval, and all other necessary documents; and

D. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The program is commonly referred to as Pathways for Change (PFC).

During the July 2017 Budget Workshops Outside Agency discussions the Board allocated the same level of funding as the prior fiscal year to many of our agency partners, including Pathways for Change.

Included in the Budget: \$140,000 Program funds and \$168,750 Probation/housing totaling \$308,750.

Agency Request: \$175,000 Program funds and \$168,750 Probation/housing totaling \$343,750.

This recommendation is necessary to confirm the Board's intent at the appropriate funding levels included in the FY 17/18 Budget.

BUDGETARY IMPACT:

Funding Source: General Fund (001), Cost Center 110201, Account 58208.

LEGAL CONSIDERATIONS/SIGN-OFF:

Upon Board approval, the document will be approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DRAFT - Pathways for Change Agreement

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Pathways for Change, Inc. (hereinafter referred to as "PFC"), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, the County has agreed to contribute certain funds to PFC for the benefit of the Program as described more particularly herein; and

WHEREAS, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds to PFC for the benefit of the Program and said expenditure serves an essential public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and PFC hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. Escambia County's Contribution. For the County's current Fiscal Year 2017/2018 (October 1 through September 30), the County agrees to contribute up to \$_____ ("County Contribution") to PFC for the Program. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation, including full time salary and benefits, for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director

5. Mental Health Contract Counselors
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/ Director of Alumni

For fiscal year 2017/2018, the County shall internally allocate an additional sum of \$168,750.00 for transitional housing costs related to the Program in lieu of payment to PFC.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2017/2018). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

3. Audit. PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. Annual Report. PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

5. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event either Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

6. Term and Termination. The term of this Agreement shall commence on October 1, 2017, and shall terminate on September 30, 2018. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. In the event the County appropriates additional funds for the Escambia County Sheriff's FY 17/18 budget allocation then the County reserves the right to immediately terminate this Agreement. If terminated by either party prior to the expiration of the term, PFC will be reimbursed for eligible expenses incurred through the date of termination but shall not be entitled to further funding during the fiscal year.

7. Entire Agreement. This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or written, including without limitation, the Prior Agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. Funding Contingency. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. Indemnification. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pathways for Change, Inc.	To: Escambia County Corrections
Attention: Constance Bookman	Attention: Director
1211 West Fairfield Avenue	2251 North Palafox Street
Pensacola, Florida 32501	Pensacola, Florida 32501

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

12. Compliance with Federal Civil Rights Obligations. If a recipient and/or subrecipient of federal financial assistance, PFC shall comply with all applicable federal civil rights obligations, including, but not limited to, the following:

- a. **Federal Civil Rights Laws:** Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).
- b. **Americans with Disabilities Act:** Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- c. **Limited English Proficiency (LEP):** In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <http://www.lep.gov>.
- d. **Equal Treatment for Faith-Based Organizations:** Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing “Equal Treatment for Faith-Based Organizations” (“the Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious

activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ , and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- e. No Retaliation: As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
- f. Equal Employment Opportunity Plan: PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.
- g. Findings of Discrimination: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

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

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHLDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk
(SEAL)

BCC Approved: _____

PATHWAYS FOR CHANGE, INC., a
Florida not for profit corporation

By: _____
Constance Bookman, President

ATTEST:

Corporate Secretary

(Corporate Seal)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13112

County Administrator's Report 11. 4.

BCC Regular Meeting

Discussion

Meeting Date: 10/19/2017

Issue: Local Option Sales Tax IV Allocations

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Option Sales Tax IV Allocations - Amy Lovoy, Assistant County Administrator

That the Board discuss the preliminary plan for Local Option Sales Tax (LOST) IV allocations and make necessary revisions for budgetary purposes.

BACKGROUND:

The Local Option Sales Tax (LOST) IV planning spreadsheet (attached) shows both projected revenues and current known expenses, beginning in 2018. Various outstanding items require Board discussion and direction, such as the projects for consideration that currently do not have funds allocated and early-year shortfalls.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

LOST IV Planning

LOST IV Planning
Revenue and Project Projections

	Estimated 2018	Estimated 2019	Estimated 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Total
Revenue	\$30,911,746	\$41,627,818	\$42,044,096	\$42,464,537	\$42,889,182	\$43,318,074	\$43,751,255	\$44,188,767	\$44,630,655	\$45,076,962	\$45,527,731	\$11,495,752	\$477,926,575
State Reimbursement		725,000		2,246,000									2,971,000
Equestrian Fees	157,500	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	52,500	2,310,000
Repayment from City of Pensacola			3,200,000										3,200,000
5% Anticipated Revenue	(1,553,462)	(2,091,891)	(2,112,705)	(2,133,727)	(2,154,959)	(2,176,404)	(2,198,063)	(2,219,938)	(2,242,033)	(2,264,348)	(2,286,887)	(577,413)	(24,011,830)
Total Revenue	\$29,515,784	\$40,470,927	\$43,341,391	\$42,786,810	\$40,944,223	\$41,351,670	\$41,763,192	\$42,178,829	\$42,598,622	\$43,022,614	\$43,450,844	\$10,970,839	\$462,395,745
Expenses:													
New Jail/Debt Service	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	50,400,000
Navy Federal	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0	5,000,000
Libraries	0	0	0	0	0	0	0	0	0	0	0	0	0
Bay Center												0	0
Supervisor of Elections	0	1,800,000	0	0	0	0	3,566,773	0	0	0	0	0	5,366,773
Neighborhood & Human Services	175,405	178,276	181,232	184,277	189,014	2,192,293	1,933,334	199,147	5,202,730	206,420	210,221	0	10,852,349
Parks	1,200,000	2,896,891	2,696,891	2,696,891	2,696,891	2,696,891	2,696,891	2,696,891	2,696,891	2,696,891	3,993,782	0	29,665,801
NESD	725,000	375,000	805,000	325,000	50,000	1,275,000	1,050,000	1,125,000	1,050,000	75,000	50,000	0	6,905,000
Judicial	1,119,209	1,819,209	300,000	340,000	200,000	200,000	200,000	100,000	0	0	0	0	4,278,418
Fire/Public Safety	310,000	6,005,524	7,435,000	6,072,891	1,660,000	2,610,000	4,960,000	4,235,000	2,060,000	2,210,000	0	0	37,558,415
Detention	0	0	0	3,000,000	6,518,733	0	0	0	0	0	0	0	9,518,733
Sheriff	0	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167	0	48,881,670
Resurfacing	5,332,597	5,338,562	5,372,091	5,044,026	5,716,491	5,279,679	5,384,864	5,284,185	5,213,089	5,483,277	5,403,475	0	58,852,337
Discretionary	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		0	40,000,000
Transportation & Drainage	24,865,988	10,540,416	12,812,242	17,268,784	17,544,706	10,277,814	11,174,930	9,964,606	10,117,502	11,993,094	10,420,922	0	146,981,001
Total Expenses	\$42,428,199	\$42,542,045	\$43,190,623	\$48,520,035	\$48,164,001	\$38,119,844	\$44,554,959	\$37,192,996	\$39,928,378	\$36,252,849	\$29,166,567	\$4,200,000	\$454,260,497
Remaining Unallocated	(\$12,912,415)	(\$2,071,119)	\$150,768	(\$5,733,225)	(\$7,219,778)	\$3,231,827	(\$2,791,767)	\$4,985,833	\$2,670,244	\$6,769,765	\$14,284,277	\$6,770,839	\$8,135,248

Judicial LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
2	9	Facility Bollards	Mobile explosive device barriers throughout the perimeter of the facilities	125,000											125,000
2	9	Surveillance Additions & Upgrades	Additional exterior and interior cameras at MCB	70,000											70,000
2	9	Surveillance Additions & Upgrades	Upgrade DVRs at the MCB				40,000								40,000
2	9	Surveillance Additions & Upgrades	Addition of DVRs and monitors at the JJC	15,000											15,000
2	9	Carpet	Replace original carpet throughout numerous Courtrooms and 2nd floor Clerks		650,000										650,000
2	9	Wireless System/Blanchard Building	Install network wireless connections throughout the Blanchard building.	240,000											240,000
2	9	Courtroom Video Enhancements & Audio Replacement	Install video presentation capabilities for trials and enhance and replace audio equip in all Courtrooms	100,000		300,000	300,000	200,000	200,000	200,000	100,000				1,400,000
2	9	Safety Lighting	Additional exterior lighting		50,000										50,000
2	9	Jury and Audience Affixed Seating	Replace original juror and audience seating, which are affixed to the flooring and/or subflooring		150,000										150,000
2	9	Public Defender Work Area	Work room conversion to additional offices space and replacement of cooling fan unit		40,000										40,000
2	9	Inmate elevator upgrade	Upgrade and replace key operations to manual operations	40,000											40,000
2	9	Primary Entrance Renovation	Renovate primary entrance of the MCB to provide a more secure and efficient entry for citizens		400,000										400,000
2	9	Court Function operations	\$58,031 - Mental Health Court, \$19,620 - Court Admin, \$206,261 - Court Technology, \$245,275 - State Attorney	529,209	529,209										1,058,418
			Total	\$1,119,209	\$1,819,209	\$300,000	\$340,000	\$200,000	\$200,000	\$200,000	\$100,000	\$0	\$0	\$0	\$4,278,418

Pensacola Bay Center LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
2	9	Beer Coolers	(2) Coolers, 3rd Floor												0
2	9	Sound System Upgrade	2nd Floor East Meeting Rooms												0
2	9	Marquee	CPU/Software Upgrade												0
2	9	Phone System	(1) Server, (42) Stations, Voicemail												0
2	9	AV Upgrade	Screens/Projectors for Meeting Rooms												0
2	9	VFD'S	(5) Units/Year												0
2	9	Emergency Generator	Feeds Emergency Systems												0
2	9	POS System	Concessions Kiosks/Program/License												0
2	9	Retractable Seating	(5) Phases, (2) Sections/Year												0
2	9	Kitchen Upgrade	Build Out Hood, Add Equipment												0
2	9	F&B Digital Signage	(14) TV's & Players												0
2	9	Website Redesign	Make Site Mobile Compatible												0
2	9	Carpet Replacement	(5) Rooms/Year												0
2	9	Flooring Resurfacing	Concreate Floors in Various Areas												0
2	9	Concession Stands	(6) Stands, Equipment, Counter, ADA												0
2	9	Catering - Hot Boxes	(4) Carter Hoffman Heating Elements												0
2	9	Kitchen - Walk In Cooler	(1) Walk In Cooler												0
2	9	Kitchen - Deep Fryers	(2) Deep Fryers												0
2	9	Trade Show Equipment	Tables, Skirts, Pipes, Meeting Chairs												0
2	9	F&B Stand Warmers	(7) Stands, (2) Drawers/Stand												0
2	9	Ice Machine Upgrade	(7) Machines												0
2	9	Box Truck	(1) Box Truck for Catering												0
2	9	Rigging Motors	(8) Motors, Steel, Motorl Control												0
2	9	Computers	(8) Computers every (3) Years												0
2	9	Spotlights	(2) Super Troup II 3K/Year												0
2	9	Arena Chairs	(400) Chairs/Year (1,600 Total)												0
2	9	Video Surveillance	Phase 1 - (9) Cameras, NVR, Network												0
2	9	Exterior Door Upgrade	(6) Sets, 1st Floor												0
2	9	Metal Detectors	Phase 2 - (10) Walk Thru												0
2	9	Exterior Door Upgrade	(8) Sets, 3rd Floor												0
2	9	Perimeter Fence/Gates	Controll access at Firelanes												0
2	9	Arena Steps Resurface	Add Traction Coat & Eco Glow												0
Total				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Detention LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
3	9	Main Jail Upgrades	Interim Jail Issues				3,000,000	6,518,733							9,518,733
Total				\$0	\$0	\$0	\$3,000,000	\$6,518,733	\$0	\$0	\$0	\$0	\$0	\$0	\$9,518,733

Parks & Recreation LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
9	9	Countywide Park Maintenance	Aesthetic Upkeep at LOST parks inclusive of mowing and other repair and replacement aspects. @ \$6.6 M over 11 years	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	6,600,000
9	9	County Park Development and Enhancements	Countywide development of new park properties and refurbishment of older but heavily used properties @ \$14,265,801 over 11 years		1,296,891	1,296,891	1,296,891	1,296,891	1,296,891	1,296,891	1,296,891	1,296,891	1,296,891	2,593,782	14,265,801
9		County Operated Event Facilities 9 Management	To manage, maintain, and provide annual and continual aesthtetic and safety upgrades to meet partipant and event demands. @ \$6.6 M over 11 years	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	6,600,000
9		County Park ADA requirements and Special 9 Needs Projects	Continue to stay ADA compliant and to add special playground components countywide for special needs children and adults. @ \$2.2 M over 11 years		400,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	2,200,000
			Total	\$1,200,000	\$2,896,891	\$2,696,891	\$2,696,891	\$2,696,891	\$2,696,891	\$2,696,891	\$2,696,891	\$2,696,891	\$2,696,891	\$3,993,782	\$29,665,801

Natural Resources LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
9	9 Southwest Greenway	Trail/Boardwalk Rehabilitation		25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	275,000
9	9 Southwest Greenway	Land Acquisition/Trail Construction West of Fairfield		175,000	50,000	175,000	50,000								450,000
9	9 Replace Equipment As Required	Nutrient Analyzer, ICP, Air Quality, Field Meters - Matching Funds		25,000	50,000	25,000	50,000	25,000	50,000	25,000	50,000	25,000	50,000	25,000	400,000
9	9 Southwest Greenway	ADA Accessible Trails/Boardwalks - Matching Funds			200,000		200,000		200,000		50,000				650,000
9	9 Stream/Floodplain Restoration	11 Mile, Jones, Jackson, Canoe, Carpenter - Match							500,000		1,000,000	1,000,000			2,500,000
9	9 Fire Prevention Equipment	Forestry Mower Replacement Equipment				80,000									80,000
9	9 Water Quality Improvement	Bayou Grande, Bayou Chico, Carpenter Creek - Matching Funds		500,000		500,000			500,000	1,000,000					2,500,000
9	9 Ecotourism	Large Ship Acquisition and Deployment								0				0	0
9	9 NPDES Permit Monitoring Req	Boat/engine/trailer/electronics Replacement - WQLM			50,000										50,000
		Total		\$725,000	\$375,000	\$805,000	\$325,000	\$50,000	\$1,275,000	\$1,050,000	\$1,125,000	\$1,050,000	\$75,000	\$50,000	\$6,905,000

Library LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
9	9	Library Kiosks / Lockers	Kiosks / Vending / Lockers at libraries and community centers												0
9	9	Facilities	Renovations / Improvements to existing facilities (solar panels)												0
9	9	Equipment / Technology	Science Technology Enginnering Arts and Mathematics Equipment												0
Total				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Public Safety/Fire LOST

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
9	9	Admin Buildings							0						0
9	9	Admin Staff Vehicles											0		0
															0
9	9	Emergency Communications Radio System Upgrades				2,175,000					2,175,000				4,350,000
9	9	Emergency Communications Radio Tower			1,100,000	1,000,000		1,000,000							3,100,000
															0
9	9	EOC Appurtenances/ Building				600,000				300,000					900,000
9	9	Emergency Management Staff Vehicles			0				0						0
															0
9	9	EMS Buildings				1,000,000									1,000,000
9	9	EMS Ambulances/ Staff Vehicles		250,000	250,000	500,000	500,000	500,000	2,550,000	500,000	500,000	500,000	550,000		6,600,000
															0
9	9	Public Safety Building					2,912,891								2,912,891
9	9	Water Safety Vehicles		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000		600,000
9	9	Water Safety Life Guard Stand				100,000	100,000	100,000							300,000
															0
9	9	Fire Department Buildings			3,095,524		1,500,000			3,100,000			1,600,000		9,295,524
9	9	Fire Department Training Facilities				2,000,000									2,000,000
9	9	Fire Apparatus/ Staff Vehicles			1,500,000		1,000,000			1,000,000	1,500,000	1,500,000			6,500,000
		Total		\$ 310,000	\$ 6,005,524	\$ 7,435,000	\$ 6,072,891	\$ 1,660,000	\$ 2,610,000	\$ 4,960,000	\$ 4,235,000	\$ 2,060,000	\$ 2,210,000	\$ -	\$ 37,558,415

Supervisor of Elections LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
9	9	Precinct Election Management System	Replacement		1,800,000											1,800,000
9	9	Voting Tabulation System	Update/Replacement							3,566,773						3,566,773
Total				\$0	\$1,800,000	\$0	\$0	\$0	\$0	\$3,566,773	\$0	\$0	\$0	\$0	\$0	\$5,366,773

Neighborhood and Human Services LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
9	9	Afterschool Programs	Program offers homework assistance, reading and math remediation, project based learning and recreation for school age youth	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	209,000
9	9	Youth Summer Camps	Program offers educational, social and recreational enrichment for school age youth during summer months.	50,200	50,200	50,200	50,200	50,200	50,200	50,200	50,200	50,200	50,200	50,200	552,200
9	9		Operating Supplies (Both Programs)	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	115,500
9	9	Project Coordinator	Salaries & Benefits	56,903	58,610	60,368	62,179	64,044	65,965	67,943	69,981	72,080	74,242	76,469	728,784
9	9	Blighted Area Reduction	Acquisition and Demolition of properties located in blighted areas like Erress Blvd.						2,000,000						2,000,000
9	9	Dirt Road Paving/CRA's	Dirt Road Paving in CRA areas.							1,737,665					1,737,665
9	9	2 PT Community Center Workers		38,802	39,966	41,164	42,398	45,270	46,628	48,026	49,466	50,950	52,478	54,052	509,200
3	3	Community Center	Community Center for Jail									5,000,000			5,000,000
Total				\$175,405	\$178,276	\$181,232	\$184,277	\$189,014	\$2,192,293	\$1,933,334	\$199,147	\$5,202,730	\$206,420	\$210,221	\$10,852,349

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
1	1	Floridian Ditch Restoration & Godwin Lane Pit Regional Pond	Private ditch erosion in rear of 10 lots along Sarasota Street requires property acquisition, reshaping, and stabilization to prevent erosion and loss of property											700,000	700,000	Loss of residential property in Floridian 2 Subd is eminent. Solution to convert borrow pit on Godwin Lane into a regional stormwater pond, including conveyance will reduce flows and erosion to Floridian Subd, provide water quality, regional pond.
1	1	Muldoon-Cerney-Velma-Fresno Area Drainage	Bayou Marcus Basin Study -Velma Dr Pond Outfall Branch C (modified by property acquisition and Velma pond expansion). Drainage System Improvements including Velma pond expansion, outfall, and drainage conveyance to Velma Pond to provide better outfall for Muldoon Area Ponds. Project to address extensive home flooding. Project will reduce outfall pipe size and provided more effective outfall for Muldoon-Saufley Field Area ponds.			650,000							500,000		1,150,000	Need LOST 3 another \$400K budget amendment from Crescent Lake. FDOT's plans are inconsistent with County 25-year design storm requirement; In house design is evaluating options to supplement FDOT project. Requested funding in April 2014; budget amendment approved in 2017. Property for Velma Street pond adjacent to pond is currently for sale for pond expansion; property acquisition has been initiated by appraisal; purchase pending.
1	1	Muldoon Road Improvements	Improve the drainage system along Muldoon road.								500,000				500,000	Supplement to the "Muldoon-Cerney-Velma-Fresno Area Drainage" to provide outfalls
1	1	Muldoon Area -Windham Pond Outfall	Construct an outfall for the Windham Pond. This improvement could cause negative effects to other properties , w/o complete outfall system											300,000	300,000	Supplement to the "Muldoon-Cerney-Velma-Fresno Area Drainage" to provide outfalls
1	1	Muldoon Area -Felton Pond Outfall	Construct an outfall to connect the Felton Pond to the Windham Pond. This improvement could cause negative effects to other properties , w/o complete outfall system.											350,000	350,000	Supplement to the "Muldoon-Cerney-Velma-Fresno Area Drainage" to provide outfalls
1	1	Midas- Muldoon Area including West side of Green Acres	Miscellaneous drainage improvements in this area to address yard flooding with conveyance improvements for pond outfall connection to the existing Sauflley Field pond of which also requires pond outfall system to be installed first.			200,000									200,000	Supplement to the "Muldoon-Cerney-Velma-Fresno Area Drainage" to provide outfalls

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
1	1	Youpon Rd Pond Expansion & Pebble Creek Dr Outfall Improvement	Completion of Priority 1 Steps 1-5 from the 11-Mile Creek Basin Study (lower basin), with exception to Step 2 Wilde Lake Blvd bridge and associated April 2014 FEMA repair project. Project includes increasing pond storage capacity and upgrading the pond outflow structure at an existing Youpon Road private pond; improving County pond #552 on Pebble Creek Dr; increasing culvert cross-over capacity on Deerfield Dr to provide adequate attenuation and runoff treatment to reduce street and property flooding.											250,000	250,000	
1	1	Bellview Avenue Branch E Drainage Chestnut-Hogan Pit expansion	Piped Bellview Ave system between Rosewood Estates and Hogan Road, includes expansion of the Chestnut-Hogan Pit, to address street, yard, and home flooding.				200,000	300,000	1,000,000						1,500,000	
1	1	Godwin Lane/Chicago Ave area of Lone Pines, Southern Pines, and Bellview Pines Subdivision	Supplement the County Southern Pines Pond ID # 94 and Bellview Pines Pond ID # 528 off Chicago Ave, with an additional stormwater pond located in Gulf Power Easement. Both County ponds have poorly defined positive outfall and property owners at 2810 Godwin Lane and surrounding homes reporting home flooding in severe storms.										200,000		200,000	Project requires acquisition of un-useable property within Gulf Power easement for a pond site with improved conveyance system to the pond. Acquisition costs should be low. Pond and conveyance depends upon drainage area evaluation.
1	1	Helms Rd -Beulah School Road-Hidden Valley Area	Increase capacity of drainage structures crossing Helms Road to prevent roadway overtopping and decrease upstream flood stages in the area between Beulah School Road and Hidden Valley. Drainage complaints at 6637 Helms Road of driveway flooding.								207,500				207,500	Drianage complaint 2/15/19
1	1	Duneway Lane andKlondike Road North of Mobile Highway	Increase capacity of structure under Klondike Road to prevent roadway overtopping, and flooding at 7425 and 7471 Klondike Road			500,000									500,000	Drainage 2/7/17 through D1 office
1	1	Willowside Drive and Westlake Subdivision Drainage	Address home, yard, and street flooding on 72nd Avenue and Willowside Drive through the Westlake Subdivision: Reference Warrington Basin Study-St James Branch C. May require modifications.											0	0	
1	1	Riola Place - Bridge Creek/Heron Bayou Study Branch E	Lower pipe inverts and increase the capacity of the culvert under Riola Place to decrease out-of-bank channel flooding.											100,000	100,000	512 Riola (Jim Thomas) flooded after Ivan, but not April 2014
1	1	Helms Rd & Woods Lane	Construct a new culvert under Woods Lane and reconstruct the ditch feeding to the existing culvert. Perdido River South Basin										170,000		170,000	

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
1	1	Saddlebrook S/D and Wymart Road (Belguim Circle)	Drainage system on Belgium Circle is slightly under capacity causing yard and street flooding, no home flooding reported. Wymart downgradient overtops. Need pond on school board property and culvert under Wymart Road									350,000	250,000		600,000	Septic tank problems has been reported due to saturated solid types. Ditch capacity concerns on Belgium Circle causing yard flooding.
2	2	Beach Haven Area Drainage and Sewer Northeast Phase 3	Roadway, drainage, and sewer improvements includes stormwater treatment facilities, wastewater collection system, and septic tank abatement. Project is bounded by Colbert Ave, Fairfield drive E-W; Gulf Beach Highway on the south; and Jones Creek and Old Hickory Drive on the north. Design is substantially complete with pond addition for a total of 3 ponds and stormceptor treatment system to satisfy Gulf Coast Ecosystem Restoration Council grant monitoring requirements.		3,500,000										3,500,000	Gulf Cost Ecosystem Restoration Council grant \$5,967,000 pending approval. Current design estimate at \$7,823,000 with additional water quality funding for a total of \$9M expected to satisfy grant requirements.
2	2	Beach Haven Area Drainage and Sewer South (Wetland Restoration and Environmental grants for consideration; phased project)	Estimated \$10.9M acquisition, design and construction roadway, drainage, and sewer improvements includes stormwater treatment facilities, wastewater collection system, and septic tank abatement. Improvements to address inadequate drainage system, water quality, wetland restoration/conservation, roadway and residential flooding, failed roadway. Project is bounded by Mills Ave on the East; Atlanta Ave on the West; Gulf Beach Highway on the north; and Bayou Grande on the south.						350,000						350,000	Need total of \$10.9M for project; will require ECUA sewer funds or grant funds. ECUA has \$3M funded in 2019 on their 5 Year project planning scheduled. Potential grant opportunities due to the type of project. Project has been submitted to TNC for RESTORE funds. Grant funding eligibility is likely; funding is for match funds, design, and acquisition costs.
2	2	North 61st Property Purchase and flood plain restoration	Properties (10) next to Bayou Marcus Creek are located within the flood hazard zone AE, in 100-year flood plain per FIRM maps; purchase a minimum of 6 properties located the flood zone located along the creek for the purposes of flood plain restoration, and stream restoration			150,000									150,000	Likely eligible for HMGP funding; funding for design/study application only. Application following next disaster declaration and NOFA necessary. Costs shown are only funding match.
2	2	Bayou Grande Basin K1- Gulf Beach to Winthrop SS	Replace the outfall trunk line from Gulf Beach Hwy through Winthrop Ave. to prevent roadway flooding.		0											0 ECUA has \$1.7 M in 2017 and \$1.8M funded in 2019 on their 5 Year project planning scheduled. RESTORE, FDEP portal, and Natural Resources Damage Assessment (NRDA) submittals

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
2	2	Navy Point Drainage and Sanitary Sewer	Construct treatment swales within Navy Point to treat stormwater as it flows to the discharge point per Bayou Grande Basin Study, as well as drainage upgrades to the area. Possible Joint Drainage and Sewer project in Navy Point Area	0		345,000									345,000	ECUA has \$1.7 M in 2017 and \$1.8M funded in 2019 on their 5 Year project planning scheduled. RESTORE, FDEP portal, and Natural Resources Damage Assessment (NRDA) submittals
2	2	Myrtle Grove System A (remaining portion)	Complete System A to including acquisition for easement and pond site in area of 72nd & 73rd Ave, South of Jackson,& North of Harvey St										300,000		300,000	
2	2	BASIN STUDY: Garson Swamp and Southwest Side Basin Study & Implementation of Improvements	Master Drainage Plan Study to address flooding in the Innerarity Point Causeway, Treasure Hills Area, Perdido Estates, Perdido Bay Country Club Estates, Chandelley, Gulf Beach Hwy @Seaglades South, etc. Indigo Lane @Landfall Subdivision (to name a few)								392,500			450,000	842,500	Added to list in May 2015. Upon completion of the Master Drainage Plan Study; funding will be needed for plan implementation. Aging system of Gulf Beach Hwy requires rehabilitation and enhancements, including multiple area subdivisions need a plan implementation to address home flooding. Study must be completed first.
2	2	Old Corry Field Area Drainage	Warrington Basin Study Branch H includes adding a stormsystem along Old Corry Field Road, extending from Border Street down to Jackson Creek, as needed to address business flooding.					500,000							500,000	A portion of the trunk line up is to be installed by Sidewalk project in design 2017 through a LAP project. However, funding likely needs to be moved forward since FDOT will not fund primary drainage
2	2	Pinehurst-Twin Oaks gully restoration	Stabilize & reshape the entire Gully (~ 2000 LF) within the Redwood Cir, Catalina Cir, and LeHigh Cir area						100,000			2,000,000			2,100,000	Significant Erosion gully where rear yard properties are eroding into the gully
2	2	Lake Charlene Phase 2 (Bridle trail) Area Drainage (including future phases not covered by grant)	Drainage System Improvements referenced in 2007 Warrington Master Plan, and 2015 Lake Charlene Warrington Study, and as updated for HMGP.					1,700,000							1,700,000	HMGP funding covered 100% of Phase 1 Lake Charlene by leveraging NFWF funding from Beach Haven. This project provides protection for a 100-year event for Lake Charlene Bridle Trail by providing a secondary outfall to Turtle Swamp; requires conservation easement amendment, and coordination with EPA.
2	2	Gulf Beach Hwy Drainage Outfall at Sunset/Patton/Elite//W. Winthrop (ECUA: Navy Point Phase 4, South of GBH Sunset Ave to Bayou Grande)	Bayou Grande Basin Study K1 & K2 drainage plan recommendations; and drainage portions of ECUA Navy Point Phase 4; project for cost sharing with ECUA. Realign the drainage outfall line beginning at Gulf Beach Hwy and Elite Drive to flow down South Sunset St; other priorities for water quality improvements ; abandon and reroute drainage from Elite to Sunset system. Additional drainage enhancements to the property at 540 Gulf Beach Hwy County owned property at outfall for large drainage area.		350,000	175,000									525,000	Budget Costs Represent only drainage. ECUA Utility Coordination/Joint Drainage Projects

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
2	2	Perdido Bay Country Club Estates Unit 8	Drainage (\$300K) and resurfacing (\$500K) projects to address flooding and groundwater problems										170,000		170,000	Reported flooding and roadway failures. Drainage (\$300K) and resurfacing (\$500K) projects to address flooding and groundwater problems. Budget amount covers design and acquisition
2	2	Bayou Grande Villas	Drainage improvements rehab from Gulf Beach Hwy to the Bayou (includes piping from Gulf Beach through San Juan Calzada, San Migel Calzada, to Bayou				200,000								200,000	ECUA has \$1.5M funded in 2020 on their 5 Year project planning scheduled
2	2	Myrtle Grove System E (McNair Ln and 57th)	Improvements on 72nd and 73rd Ave, South of Jackson and North of Harvey St. Pond site has already been purchased.	0		100,000									100,000	Added to list in May 2015; County already purchased pond site, but never built the pond
2	2	Citrus Street Area Drainage	Drainage System Improvements to address significant street and yard flooding, and includes a pond site within existing County-owned property located on Jackson Street.					200,000	100,000	300,000					600,000	
3	3	Beverly Parkway Basin Zone H- Loretta Street, between Kelly Ave and North "P" Street	Acquisition & construction of new ponds to expand the collection system in the Loretta Street area.								1,000,000				1,000,000	
3	3	BASIN STUDY: Catholic High Basin Study Updates	Master Drainage Plan Study requires update to current Basin Study guidelines compatible with GIS formats and with improved solutions considering regional ponds (costs effective) vs. costly direct pipe discharge (constructability issue)		250,000										250,000	Moreno and R Street drainage solution to prevent home flooding is one area of significant concern; proposed plan in current basin study is not cost effective.
3	3	Dorothy & Lydia Avenue Area Drainage	Improve existing drainage system causing lot flooding- area drains to private Rolling Hills borrow pit, that causes sediment problems to Crescent Lake	0		40,000									40,000	
3	3	BASIN STUDY and Implementation: Oakfield Area Drainage (Palafox Street @ Oakfield/Kenmore/Pacific/Majors/Pinestead) DUE DILIGENT STUDY	Drainage Project in the area of Palafox Street @ Oakfield /Kenmore /Pacific /Majors /Pinestead estimated at \$8M depending on final design, phasing, & pond acquisition, Beverly Parkway Basin Study Improvements Branches O, N, & P, (in order of priority), with Q in parallel with other branches. Branch O- New stormwater pond located south of Majors Road with conveyance.	0		50,000				3,000,000			200,000		3,250,000	\$8M proposed in Beverly Parkway basin study to fund project. Project needs to start with a due diligence Study for property acquisition for 2 pond sites prior to design implementation. Project coordination and planning to match CRA funding for Oakfield Redevelopment District. Need a total of \$9.2M to fund entire project as presented in Master Drainage Plan.
3	3	Palafox Street @ Oakfield/Kenmore/Pacific/Majors/Pinestead	Drainage Project in the area of Palafox Street @ Oakfield /Kenmore /Pacific /Majors /Pinestead estimated at \$8M depending on final design, phasing, & pond acquisition, Beverly Parkway Basin Study Improvements Branches O, N, & P, (in order of priority), with Q in parallel with other branches. Branch O- New stormwater pond located south of Majors Road with conveyance.							0					0	Need a total of \$9.2M to fund entire project as presented in Master Drainage Plan.

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
3	3	Jackson Street -Bayou Chico-Frontera Drainage Area	Multiple areas of Jackson Street need drainage conveyance, and stormwater pond, specifically in the basin areas Bayou Chico to address street, yard, and property flooding, including Fronteria Circle, Green St, Idlewood Dr, Ross St, Padget Ct(private), and Grandview St	0		350,000									350,000	County owned parcels on Fronteria Circle or Godwin Street could be utilized for stormwater pond sites. In-house design
3	3	West Highlands at Green and Lloyd	Address property flooding in an area North of Mobile Hwy West of Dominguez Street, Green St, and Lloyd Street up to Mallory Street. Home flooding severity resulted in County purchase of 2 parcels residential property parcels. Pond(s) acquisition, design, and construction necessary to address flooding, due to archaic CMP drainage system under capacity				150,000	400,000							550,000	Project is located in Brownsville CRA district and identified as a ECUA sanitary sewer expansion area. Existing under capacity system currently outfalls to Cervantes (FDOT) system and will require pond attenuation permitting.
3	3	East Brownsville Sanitary Sewer with West Highlands Drainage and portion of Catholic High Zone A South End	Sanitary sewer proposed by ECUA in two separate drainage areas, as found in the Warrington and Catholic High Basins.		440,000	1,000,000									1,440,000	Project added in September 2016 through coordination with ECUA and CRA; located in Brownsville redevelopment District with eligible for federal funds. Joint funding with ECUA expected.
3	3	Delano Area North Kelly Avenue Basin	Drainage System Conveyance Improvements for area between Pace Blvd, Massachusetts Av, W" St., and Truman to improve conveyance to Kelly Avenue pond, as well as provide for an improved outfall system.											400,000	400,000	
3	3	Ortega Subdivision Pond improvements	Existing subdivision pond does not have adequate positive outfall and floods several residential properties and roadway during heavy rainfall events	0		200,000									200,000	
3	3	Ranch Lands- Sagebrush Trail Flood Plain Restoration	Reduce repetitive loss flooding along Sagebrush Trail ~ 13 homes (Ranch Lands Subdivision) and additionally flooding in the 8800 block of Cove Avenue. Requires pond site acquisition, and improved drainage conveyance capacity of FDOT channel capacity, and on Cove Avenue to address reported.										500,000		500,000	Referenced in Eight Mile Creek Basin Study Priority 3; Possible future HMGP eligible project.
3	3	Massachusetts Ave Pit/Pond - Erress Blvd D/E Outfall	Expand ditch into adjacent 10' wide aquired property. Then obtain easement access to the South west or system West on Massacusetts Ave.	0		100,000			350,000						450,000	To route drainage down Masscusetts to the West; it is estimated \$450 K. Possible LOST 3 reallocation

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
3	3	St Johns North of PCC (Beverly Parkway Branch F)	Beverly Parkway Basin Study Zone F: Purchase property for pond site and connect to 48" pipe across Pensacola Christian Academy (PCA). Add conveyance from system to the North including upgrades to system from Oleander drive to Cummings Street. This will address flooding problems at Cummings Street and St. John's before tying into the PCA Campus. Additionally this system will address business/residential flooding in the area, as well as reduce capacity and flooding problems at the Brent-Hwy 29 intersection.											450,000	450,000	Added to the lists in May 2015 ; Property floods on North Side of St Johns; perfect pond site for area. Project will reduce impacts to system at Brent Lane- Hwy 29 intersection at the Brent Shopping Center Complex
4	4	Atwood CRA-Frinchez Heights (Sabra, Erwin, Whitmire, Ernistene Area)	Proposed drainage capacity improvements in the Frinchez Heights area including Sabra Dr, Erwin Dr, Whitmire Dr, Ernistene Rd (North of Olive Rd) which will likely require a ditch conversion into a pond site. Multiple residential properties flooded in April 2014. Project will provide pond site for Olive Road sidewalks, and can be incorporated with ECUA's sanitary sewer project Atwood-Whitmire as part of CRA funding initiative		0			700,000							700,000	Added to list in May 2015. Potential joint project with ECUA's Atwood Whitmire. Located within the Atwood CRA District eligible for TIF funds. Note: Identify conceptual plan through Carpenters Creek North end Master Drainage Plan, along Olive Road
4	4	Carpenters Creek Upper Olive Area Basin Implementation (Olive Road West Sidewalk & Drainage)	Proposed drainage capacity improvements requiring ditch conversion into a pond sites. Project will provide pond sites for Olive Road sidewalks. Expect 2 additional pond sites, 1 private lake acquisition/rehabilitation, and a wetland restoration project to improve Carpenters Creek water body.			650,000	200,000								850,000	Added to list in May 2015. Project funding supports sidewalks West of Davis. Note: Identify conceptual plan through Carpenters Creek North end Master Drainage Plan, along Olive Road
4	4	Stillbridge Subdivision (Stillbridge Lane Drainage, Pond, and Resurfacing)	Relieve roadway, home, and yard flooding. Address roadway based failure by improving the drainage system in the neighborhood and routing water to the County pond to the North of the subdivision of University Parkway, provide pond rehab and access to ponds, including wetland restoration. Design/Acquisition: \$158K, Resurfacing \$400K, Drainage:			150,000									150,000	Design intiated through LOST3; Home, and yard flooding, roadway base failure
4	4	BASIN STUDY: Santa Roza Villas Subdivision and Villas on the Gulf Area Drainage	2011 Master Drainage Assessment of Pensacola Beach, does not specifically address drainage concepts for Villas on the Gulf waterbody. Assessment does identify two Pensacola Beach Drainage Problems 6.13 (Calle Juela at Via De Luna) and 6.16 (Calle Travie)						100,000					300,000	400,000	Project added in November 2016, due to historical complaints in the area. Small scale basin study, including design, plan, and construction implementation. Due to availability of property the private pond will need to be evaluated for County acceptance and upgrade.

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
4	4	Ferry Pass Drainage Zone 6	Drainage System Improvements on Boyd Ave and adjoining Beagles St, Gerker St, De Loach St, and Raines St; dependent upon Olive Rd drainage system upgrades			50,000	900,000								950,000	Funding from LOST 3 was rebudget to Olive Road Project. Olive Road Phase 2 drainage requires installation for this project to proceed.
4	4	Westview Lane & Lewis St Area Drainage	Drainage improvements to address stormwater and groundwater from Lewis Street and the Moose Lodge 557 impacting lots 61-67 along Westview Lane								200,000				200,000	Added to list in May 2015; Priority project for Miscellaneous Drainage Project Funding Consideration
5	5	Woodrun Subdivision Stream Restoration & Drainage	Scenic Hills Priority 8: Correct road overtopping and provide for stream restoration, including 2- 42" RCP, 2-6'X8' box culverts, and 2-9' X 8' box culverts. Expect to apply for grant funds for stream restoration on County owned wetland parcel (park area), to address home, yard, & street flooding, roadway base failure, stream erosion and stream blockage.		200,000		500,000								700,000	Scenic Hills Master Plan Priority 8. Expect to apply for grant funds for stream restoration, conservation grant, or water quality improvement, etc. Need additional \$1.5 M in grant funds to fund construction
5	5	Willowbrook Lake Dam	Restore dam and overflow structure at Willowbrook dam East of Chemstrand Road to provide Water Quality					650,000							650,000	Funding shortage to reconstruct pond dam and overflow structure
5	5	Woodlands -UWF Scenic Hills--St Luke's Church Neighborhood Partnership Stream Restoration & Flood Protection Project	Water quality, wetland restoration, and flood control. Enhance existing public drainage system, combined w/existing private systems with easement donations.								300,000	1,000,000			1,300,000	Ranked #25 on the COUNTY RESTORE funding lists. Estimated \$5M project with the expectation of \$1.3 M would be needed for match. Project partners include UWF Scenic Hills Country Club, Sunnehanna Apartments, Battery Source, Inc., Woodland Condominiums, Woodlands HOA, Saint Luke's Methodist Church, and FDOT.
5	5	Bristol Park- Ashbury Hills Area of 11-Mile Creek Stream Restoration and HMGP acquisition/demolition	Flood Plain Management, Wetland Restoration, and Stream Restoration project to utilize the grant purchased properties within Special Flood Hazard Zone, and repetitive flooded properties. Additional acquisition/demolition properties requested, and under consideration by FDEM-FEMA; providing flood protection for 120+ flooded properties.	0		280,000					1,400,000				1,680,000	Federal HMGP funds awarded for \$6,189,379 for property acquisition/demolition. Additional grant funding has been requested to move this large scale project forward for additional property acquisition/demolition, as necessary to lower the flood stage in the creek and reduce the flood hazard to homes. Project has been submitted for RESTORE funding and Ranked #1 by RAC; awaiting BCC approval. LOST funds are planned to be utilized for some additional property acquisition, design, and grant match funding. Project completion is expected to require additional grants to provide a complete realization of the 11-Mile Creek Basin Study recommendations.

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
5	5	Pin Oak Lane Drainage (Phase 1) HMGP, and Flood Plain Restoration Project (Phase 2)	HMGP Phase 1: Construct a new roadway connection to Quintette Road at North end, including acquisition/demolition of 1000 Pin Oak (home floods) as part of HMGP. Phase 2: Future flood plain expansion parcel at NE corner of Hwy 29 at South end.										200,000		200,000	Project grant awarded for design (\$78,406) in March 2017, pending BCC approval. Stream Restoration and flood plain management portion of project will not qualify for HMGP at this time; separate funding sources will need to be considered. Use matching funds from LOST 4.
5	5	Crocket, Crestfield, and Blue Pit project	Project under design to address capacity issues on West Roberts Road, yard flooding on Pine Forest, and home flooding on Crestfield.	0		420,000									420,000	Construction funding for Crocket, Crestfield, and Blue Pit project currently in design. Also benefits 11-Mile Creek regional pond plan, by expanding Blue Pit
5	5	West Roberts Drainage and Regional Pond.	Regional pond and conveyance system on West Roberts Road utilizing County Pit (acquired from FDOT). This is one of 11 Mile Creek Basin Regional Pond Plan to reduce flood stage.					200,000							200,000	This is an extension of Crocket, Crestfield, and Blue Pit project currently in design.
5	5	Northcreek Subdivision Culvert and Shoulder Work Area	NA-Northcreek Drive and Circle drainage system is minimal and requires upgrades to repair roadway erosion/failure, culvert end treatment, and conveyance improvements to prevent property flooding and erosion to residential lots.									200,000			200,000	Failing culvert crossing, flooded yards and erosion reported, and roadway integrity compromised
5	5	Chandler Street Drainage	Improve existing drainage system to prevent street, yards, and multiple home/business flooding. FDOT is to install drainage trunk line to the expanded Holsberry Pond by 2022, and is designed to accommodate drainage from the project area of Chandler Road between 9 & 9 1/2 Mile Road.		0	200,000	650,000								850,000	Project depends upon FDOT completion of Holsberry pond expansion in 2022.
5	5	Regional Pond Construction in 11-Mile Creek Basin	Regional Pond Design-Construction in 11-Mile Creek Basin to accompany the stream/flood plain restoration improvements, including 12 regional stormwater management facilities (ponds). Three pond are listed as separate projects.					50,000		500,000		0	300,000	350,000	1,200,000	Project completion will require multiple grants to provide a complete realization of the 11-Mile Creek Basin Study Recommendations to improve both water quality in Perdido Bay and significant flood reduction. The total estimated project costs of \$47,000,000 is over at least a 10-year period.
5		5 Ten Mile Drainage Holsberry/McArthur Drainage										450,000			450,000	
5	5	Carver Park Area Drainage Portion of Project Improvements	Four-phase roadway and drainage improvement project for the area south of Muscogee Road, north of the Road Camp, east of Booker, and west of Ransom, requiring property pond acquisition and drainage conveyance improvements.				800,000		2,000,000						2,800,000	Design and acquisition needs to be completed prior to determining final costs

Public Works/Drainage LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total	Notes
9	9	BASIN STUDY: Dogtrack South –Coral Creek – Mariners Village-Hampton Lakes	Drainage Study ONLY: Determine property acquisition needs, grant funding opportunities, and detailed conceptual plan, with costs estimates. Stream restoration and attenuation pond. Two creeks merge N. of Coral Creek, resulting in upstream flooding in Mariners Village and a creek along Dog Track Road. Piping South on Blue Angel is a design alternative.	0		200,000									200,000	Expect RESTORE funding. This costs if for STUDY ONLY for partial re-evaluation of Bayou Grande Basin Study. Flooding occurs primarily in District 1, but a majority of the improvements are planned in District 2.
9	9	Dogtrack South –Coral Creek – Mariners Village-Hampton Lakes Stream/Wetland Restoration with a Side Stream Attenuation Pond	Stream and wetland restoration and construction of an attenuation pond. Two creeks merge north of Coral Creek, resulting in upstream flooding the affects Mariners Village to the northwest and a creek along Dog Track Road to the northeast. Piping South on Blue Angel is another design alternative to compliment the project goals.	0		400,000	450,000								850,000	Grant funding opportunities to utilize Defense Infrastructure funding for property purchase, and RESTORE (TNC) funding. RESTORE total request is \$7.9M. Funded costs shown is Match funding for a \$4.4M project. Study needed to obtain a concept design, and aquisition needs, for further grant applications. RESTORE project ranked # 28 by the RAC, and selected by D1 Commissioner to move forward to Treasury. This project listed in the Nature Conservancy (TNC) Perdido Watershed Plan for RESTORE funding, requested for WMD Amendment #1 funding, and selected by D1 as a RESTORE project for funding. Only 25% Match funds shown from LOST 4
9	9	Kingfisher, Bush Street, and Interstate Circle Drainage	Eight Mile Creek Priority 5 Drainage to construct a regional pond to address flooding for Kingfisher, Blue Jay Way, Bush Street, and Interstate Circle			300,000							1,560,000		1,860,000	Funding to purchase pond site property while available on 2020. Property owner is willing to sale Property; Project submitted to TNC for RESTORE funding; match shown for \$2.5 M project
9	9	BASIN STUDY: Scenic Hills Basin Study Updates	Master Drainage Plan Study requires update to current Basin Study guidelines compatible with GIS formats, and improved recommendation based upon current drainage.							200,000					200,000	Master Drainage Plan Study requires update to current Basin Study guidelines compatible with GIS formats
Total				\$0	\$4,740,000	\$6,510,000	\$4,050,000	\$4,700,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,350,000	\$3,650,000	\$44,000,000	

Sheriff LOST Projects

District	C/D	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
9		9 Sheriff Facilities			888,167	888,167	888,167	888,167	888,167	888,167	888,167	888,167	888,167	888,167	8,881,670
9		9 Vehicle/Equipment Replacement			4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	40,000,000
		Total			\$4,888,167	\$4,888,167	\$4,888,167	\$4,888,167	\$4,888,167	\$4,888,167	\$4,888,167	\$4,888,167	\$4,888,167	\$4,888,167	\$48,881,670

Public Works/Transportation LOST Projects

District	C/D	Type	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5	5	DRP	Ashcraft Road	Design	50,000											50,000
5	5	DRP	Blue Berry Lane	Design	60,000											60,000
5	5	DRP	Hauptert Lane	Design	50,000											50,000
9	9	DRP	OGCM		250,000											250,000
5	5	DRP	Ashcraft Road	Construction	1,491,148											1,491,148
5	5	DRP	Hauptert Lane	Construction	754,840											754,840
5	5	DRP	Pine Barren Church Road	Design		100,000										100,000
5	5	DRP	O'Farrell Road	Design		50,000										50,000
5	5	DRP	Doran Road	Design		75,000										75,000
5	5	DRP	Tobias Road	Design		50,000										50,000
5	5	DRP	Hubbard Road	Design		50,000										50,000
9	9	DRP	OGCM			250,000										250,000
5	5	DRP	Frank Ard Road	Construction		604,776										604,776
5	5	DRP	Blue Berry Lane	Construction		967,280										967,280
5	5	DRP	Tobias Road	Construction		307,360										307,360
5	5	DRP	O.C. Phillips Road Ph II	Design			50,000									50,000
5	5	DRP	Godwin Road	Design			50,000									50,000
9	9	DRP	OGCM				250,000									250,000
5	5	DRP	Pine Barren Church Road	Construction			1,179,042									1,179,042
5	5	DRP	Hubbard Road	Construction			723,200									723,200
5	5	DRP	Water Tank Road	Design				50,000								50,000
5	5	DRP	Toler Road	Design				50,000								50,000
5	5	DRP	Four Star Farm Road	Design				50,000								50,000
9	9	DRP	OGCM					250,000								250,000
5	5	DRP	O.C. Phillips Road Ph II	Construction				1,217,010								1,217,010
5	5	DRP	Doran Road	Construction				1,196,218								1,196,218
1	1	DRP	Sandy Lane	Design					50,000							50,000
5	5	DRP	Jones Road	Design					120,000							120,000
5	5	DRP	McCann Street	Design					50,000							50,000
5	5	DRP	Fillingim Lane	Design					50,000							50,000
9	9	DRP	OGCM						250,000							250,000
5	5	DRP	O'Farrell Road	Construction					435,050							435,050
5	5	DRP	Godwin Road	Construction					201,140							201,140
5	5	DRP	Toler Road	Construction					528,840							528,840
5	5	DRP	Four Star Farm Road	Construction					479,120							479,120
5	5	DRP	Fillingim Lane	Construction					400,000							400,000
1	1	DRP	Helton Lane	Design						50,000						50,000
5	5	DRP	Foster Road	Design						50,000						50,000
5	5	DRP	Hall Road	Design						100,000						100,000
9	9	DRP	OGCM	Design						250,000						250,000
1	1	DRP	Sandy Lane	Construction						264,420						264,420
5	5	DRP	McCann Street	Construction						160,008						160,008
5	5	DRP	Jones Road	Construction						1,229,440						1,229,440
5	5	DRP	Foster Road	Construction						333,124						333,124
5	5	DRP	Water Tank Road	Construction						235,266						235,266
5	5	DRP	York Road	Design							50,000					50,000
5	5	DRP	Railroad Street	Design							50,000					50,000
5	5	DRP	Arena Road	Design							50,000					50,000
9	9	DRP	OGCM								250,000					250,000

Public Works/Transportation LOST Projects

District	C/D	Type	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5	5	DRP	Hall Road	Construction							1,596,690					1,596,690
1	1	DRP	Helton Lane	Construction							572,684					572,684
5	5	DRP	Koehn Road	Design								50,000				50,000
5	5	DRP	Spence Road	Design								100,000				100,000
5	5	DRP	Robinson Street	Design								55,000				55,000
9	9	DRP	OGCM									250,000				250,000
5	5	DRP	Railroad Street	Construction								642,744				642,744
5	5	DRP	Arena Road	Construction								724,782				724,782
5	5	DRP	York Road	Construction								536,524				536,524
5	5	DRP	Cedartown Road	Design									65,000			65,000
9	9	DRP	OGCM										250,000			250,000
5	5	DRP	Robinson Street	Construction									857,896			857,896
5	5	DRP	Cedartown Road	Construction									954,850			954,850
5	5	DRP	Koehn Road	Construction									384,200			384,200
5	5	DRP	N. Pineville Road	Design										375,000		375,000
5	5	DRP	S. Pineville Road	Design										720,000		720,000
9	9	DRP	OGCM											250,000		250,000
5	5	DRP	Spence Road											1,414,760		1,414,760
9	9	DRP	OGCM												250,000	250,000
5	5	DRP	N. Pineville Road	Construction											1,637,588	1,637,588
4	4	Safety/Capacity	Olive Road East (Phase II)	Johnson Ave to Lode Star	6,500,000											6,500,000
3	3	Safety/Capacity	Burgess / Creighton Extension for ROW	Creighton Road Extension and Realignment with Burgess Road; TPO PP #8	1,000,000											1,000,000
5	5	Safety/Capacity	Kingsfield/297A Intersection Improvements. CST = \$1.3M	Reconstruction of intersection to include mast arm signals, turn lanes, ped features, etc. Must to constructed prior to August 2018 (Fall School Semester)	1,200,000											1,200,000
2	2	Safety/Capacity	Perdido Key Drive Multi-Use Path (West)	10' Multi-Use Path from State Park Entrance to AL State Line. FDOT and County - Advanced Funding Agreement; FDOT to reimburse in FY21		2,246,000										2,246,000
3	3	Safety/Capacity	Detroit Blvd.	US 29 to PF Road. 3-Lane Urban w/4' bike lanes and sidewalks			3,000,000									3,000,000
5	5	Safety/Capacity	Old Chemstrand / CR95A Intersection Improvements	Install traffic signal at intersection				300,000								300,000
3	3	Safety/Capacity	Pine Forest Road. PD&E = \$350,000 (TRIP Agreement)	Reconstruct Pine Forest Road from I-10 north to Nine Mile Road (possibly to CR297A). TRIP Application submitted - County would be liable for 50% of PD&E - \$175K					175,000							175,000
3	3		Pinestead Road					6,500,000	6,500,000							13,000,000
5	5	Sidewalks	Chemstrand Rd. (Central)	Nine Mile Rd. to Ten Mile Rd.	700,000	500,000	500,000	300,000								2,000,000
3	3	Sidewalks	Chemstrand Rd. (South)	Johnson to Nine Mile Rd.	300,000	500,000	250,000	450,000								1,500,000
4	4	Sidewalks	Olive Rd. West (Phase I)	Cody Ln. to existing sidewalk			250,000	250,000	360,000							860,000
3	3	Sidewalks	Olive Rd. West (Phase II). PE & CST = \$1.1M	Cody Ln. to CR95A					390,000							390,000

Public Works/Transportation LOST Projects

District	C/D	Type	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	Sidewalks	Muldoon Rd. PE & CST = \$660K	Cerny Rd. to Saufley Field Rd.					150,000							150,000
1	1	Sidewalks	Muldoon Rd.	Saufley Field Rd. to Bellview Ave.					100,000							100,000
2	2	Sidewalks	61st Ave. PE & CST = \$400K	Tonawanda Dr. to Fairfield Dr.						400,000						400,000
2	2	Sidewalks	Tonawanda Dr. PE & CST = \$622.5K	Mobile Hwy. to 61st Ave.						600,000	22,500					622,500
5	5	Sidewalks	Chemstrand Road (North) PE & CST = \$1.5M	Ten Mile Rd. to Kingsfield Rd.							500,000					500,000
5	5	Sidewalks	Kingsfield Rd. PE & CST	297A to Tate Rd.							477,500	500,000	500,000	222,500		1,700,000
9	9	Sidewalks	Jackson St. PE & CST = \$2.7M	Fairfield Dr. to New Warrington Rd.								500,000	500,000	777,500	1,000,000	2,777,500
9	9	Bridges	Bridge Replacements per FDOT program	County fund design, permitting and 25% CST; FDOT funds remaining CST			0	1,277,778	1,277,778	1,277,778	1,277,778	1,277,778	1,277,778	1,277,778	2,555,556	11,500,000
2	2	Bridges	South Old Corry Road		2,510,000											2,510,000
9	9	Bridges	Rehabilitation and Renovation program	Balance of funds not used as part of the replacement program will be allocated to rehabilitation & renovation of the remaining bridges in inventory.			0	1,277,778	1,277,778	1,277,778	1,277,778	1,277,778	1,277,778	2,555,556	1,277,778	11,500,000
9	9		Intelligent Transportation System	Payback from D2 discretionary for Perdido Key Beach Access							1,000,000					1,000,000
9	9	Traffic Calming	Traffic Calming			100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	550,000
4	4	Public Works	SRI Traffic Congestion Plan		10,000,000											10,000,000
			Total		\$24,865,988	\$5,800,416	\$6,302,242	\$13,218,784	\$12,844,706	\$6,277,814	\$7,174,930	\$5,964,606	\$6,117,502	\$7,643,094	\$6,770,922	\$102,981,001

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	PUEBLO DRIVE	CHOCTAW AVE	PALE MOON DR	34,731											34,731
1	1	WARRIOR COURT	CUL DE SAC	PALE MOON DR	7,568											7,568
1	1	DERWENT CIRCLE	69TH AVE	EAST END	28,453											28,453
1	1	BUCKINGHAM AVE	MOBILE HWY	REGENTS AVE	67,206											67,206
1	1	MULDOON ROAD	SAUFLEY FLD RD	CERNY ROAD	261,881											261,881
1	1	MULDOON CIRCLE	MULDOON RD	WEST END	83,365											83,365
1	1	SILVERSIDES LOOP	SOUTH GULF MANOR	SOUTH GULF MANOR	170,955											170,955
1	1	CAVALLA LOOP	SOUTH GULF MANOR	SOUTH GULF MANOR	148,720											148,720
1	1	SEA ROBIN ROAD	WEST END	EAST END	84,627											84,627
1	1	AMBERJACK COURT	WEST END	EAST END	75,827											75,827
1	1	TINOSA CIRCLE	SOUTH GULF MANOR	SOUTH GULF MANOR	203,339											203,339
1	1	TINOSA LANE	TINOSA CIR	TINOSA CIR	28,219											28,219
1	1	SOUTH GULF MANOR	MICHIGAN AVE	NORTH END	163,108											163,108
1	1	MOTERRA ROAD	BAUER ROAD	TERRA LAKE CIR	40,480											40,480
1	1	CLASSIC DRIVE	TERRA LAKE CIR	TERRA LAKE CIR	92,224											92,224
1	1	HORTON DRIVE	TERRA LAKE CIR	TERRA LAKE CIR	92,224											92,224
1	1	TERRA LAKE CIR	MONTERRA	MONTERRA	459,477											459,477
2	2	CHOCTAW AVENUE	SORRENTO ROAD	CONDADO CIRCLE	44,469											44,469
2	2	CONDADO CIRCLE	NORTH END	RED CLOUD ROAD	219,765											219,765
2	2	MOLALE DRIVE	CUL-DE-SAC	CUL-DE-SAC	142,736											142,736
2	2	PRIMERO COURT	CUL-DE-SAC	CONDADO CIRCLE	60,691											60,691
2	2	BAHIA COURT	CUL-DE-SAC	CONDADO CIRCLE	101,757											101,757
2	2	RED CLOUD ROAD	EAST END	WEST END	96,800											96,800
3	3	ELLIOT STREET	DURAND AVENUE	UNTREINER AVENUE	125,781											125,781
3	3	GERMAIN STREET	DURAND AVENUE	UNTREINER AVENUE	125,253											125,253
3	3	PORTLAND STREET	UNTREINER AVE	WEST END	90,405											90,405
3	3	RULE STREET	UNTREINER AVE	GROVELAND AVE	83,600											83,600
3	3	RANGER DRIVE	ELLIOT STREET	DETROIT BLVD	77,616											77,616
3	3	GROVELAND AVE	RULE STREET	CUL-DE-SAC	116,277											116,277
3	3	DURAND AVE	DETROIT AVE	SOUTH END	103,253											103,253
3	3	LEPLEY TRAIL	LEPLEY ROAD	NORTH END	22,963											22,963
3	3	WAVELAND STREET	SYCAMORE DR	NORTH END	25,989											25,989
3	3	PHYLLIS STREET	DAVIS HWY	LYNELL ST	64,156											64,156
4	4	CHARTER OAKS LANE	CHARTER OAKS DRIVE	DESERT OAKS DRIVE	26,283											26,283
4	4	CHARTER OAKS DRIVE	OLIVE ROAD	RAINES STREET	89,760											89,760
4	4	CHARTER OAKS DRIVE	RAINES STREET	DESERT STREET	50,043											50,043
4	4	PINOAK COURT	DESERT OAK DRIVE	CUL-DE-SAC	30,971											30,971
4	4	DESERT OAK DRIVE	CUL-DE-SAC	CUL-DE-SAC	142,941											142,941
4	4	CHARTER OAKS COURT	CHARTER OAKS DRIVE	CUL-DE-SAC	33,865											33,865
4	4	SCENIC RIDGE DRIVE	SCENIC HWY	W'LY CUL-DE-SAC	111,256											111,256
5	5	PACKWOOD DRIVE	KINGSFIELD RD	N'LY CUL-DE-SAC	51,978											51,978
5	5	HOLSBERRY ROAD	TEN MILE	9 MILE ROAD	282,011											282,011
5	5	BATSON LANE	PAULINE AVE	EAST END	22,720											22,720
5	5	GREENLAND ROAD	PAVEMENT CHANGE	S/ CR 4	502,946											502,946
5	5	CALVIN STREET	RAY ST	ORBY ST	20,529											20,529
5	5	ORBY STREET	CHEMSTAND ROAD	RONDA STREET	236,427											236,427
5	5	RAY STREET	CHEMSTAND ROAD	CALVIN STREET	56,711											56,711
5	5	RONDA STREET	CALVIN STREET	LOU STREET	130,240											130,240
1	1	WHITE PINE DRIVE	MEMPHIS AVE	N'LY S/D LIMITS		52,120										52,120
1	1	BROOK BEND ROAD	W'LY CUL-DE-SAC	NE CUL-DE-SAC		39,371										39,371
1	1	8 MILE CREEK ROAD	9 MILE RD	SOUTH END		141,425										141,425
1	1	RAMBLER DRIVE	MARCUS POINTE DRIVE	COMMERCE PARK CIR		105,404										105,404

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	RAMBLER COURT	RAMBLER RD	EAST END		21,814										21,814
1	1	RAMBLER PLACE	RAMBLER RD	EAST END		25,063										25,063
1	1	ROCKCREEK AVENUE	CLEARWATER AVE	FAIRVIEW DR		66,661										66,661
1	1	SANDY LANE	PINE FOREST RD	E'LY END		71,067										71,067
1	1	PETRA CIR	BELLVIEW AVE	NORTH END		62,011										62,011
1	1	AIRBLANC DRIVE	MEADSON ROAD	BAUER RD		74,267										74,267
1	1	SOUTHBAY DRIVE	BLUE ANGEL PKWY	GULF BAY LANE		89,760										89,760
1	1	ROSIRITO PLACE	TRACY ROAD	WEST END		22,000										22,000
1	1	TUPELO AVENUE	CHICAGO AVE	NASHVILLE AVE		22,072										22,072
1	1	PAMPAS TRAIL RD	SEAPINE CIR	SEAPINE CIR		53,856										53,856
1	1	SEAPINE CIR	US 98	SEAPINE CIR		248,160										248,160
1	1	GREEN PINE DRIVE	SEAPINE CIR	PAMPAS TRAIL ROAD		45,760										45,760
1	1	CEDAR BLUFF DRIVE	SEAPINE CIR	PAMPAS TRAIL ROAD		45,232										45,232
2	2	BONITA DRIVE	PALM LAKE DRIVE	NAPLES DRIVE		225,045										225,045
2	2	NAPLES DRIVE	PALM LAKE DRIVE	WEST S/D LIMITS		324,075										324,075
2	2	DUNDEE DRIVE	NAPLES DRIVE	BONITA DRIVE		98,795										98,795
2	2	CARSON DRIVE	DUNDEE DRIVE	NAPLES DRIVE		131,648										131,648
2	2	CHANDELLE CIRCLE	CHANDELLE DRIVE	CHANDELLE DRIVE		195,125										195,125
2	2	GREGORY ST	OLD CORRY FLD R	NEW WARRINGTON		21,988										21,988
2	2	GODFREY STREET	Q STREET	CITY LIMITS		44,000										44,000
2	2	LEE STREET	PACE BLVD	CITY LIMITS		16,720										16,720
3	3	L STREET	FAIRFIELD DR	HERMAN ST		116,123										116,123
3	3	LEE STREET	S ST	GREEN STREET		252,560										252,560
3	3	FAB STREET	ENSLEY ST	SOUTH END		27,082										27,082
3	3	DETROIT BLVD	BRIDGE	PINE FOREST		559,086										559,086
3	3	CABRAL STREET	BURGESS RD	BORDEAUX ST		85,067										85,067
3	3	FORSHALEE STREET	BORDEAUX ST	CABRAL ST		64,885										64,885
3	3	KELVIN TERRACE	BORDEAUX ST	NORTH END		113,359										113,359
3	3	BORDEAUX STREET	CABRAL STREET	FORSHALEE		40,891										40,891
4	4	SANDPIPER STREET	9 MILE ROAD	ACADEMY DRIVE		68,933										68,933
4	4	ACADEMY DRIVE	SANDPIPER STREET	LATHAM STREET		31,890										31,890
4	4	LATHAM STREET	ACADEMY DRIVE	WYATT STREET		17,048										17,048
4	4	LE RUTH DRIVE	WEST END	EAST END		52,311										52,311
4	4	HENCYE DRIVE	SANDPIPER STREET	9 MILE ROAD		35,552										35,552
4	4	WYATT STREET	SANDPIPER ST	EAST END		44,526										44,526
4	4	MALIBU CIRCLE	OLIVE RD	SOUTH END		29,063										29,063
4	4	YANCEY AVENUE	OLIVE RD	PARAZINE AVE		95,557										95,557
4	4	NORTHPOINTE PLACE	NORTHPOINTE BLV	SE CUL-DE-SAC		28,176										28,176
4	4	WHISPER WAY	SCENIC HWY	WEST END		151,067										151,067
4	4	PLANTATION ROAD	BURGESS RD	WIDTH CHANGE		231,381										231,381
4	4	LATHAM STREET	ACADEMY DR	WYATT ST		18,195										18,195
5	5	GODWIN CEMETARY ROAD	CR 4	N/ PVMT END		45,394										45,394
5	5	PICKETT AVENUE	WYMAN LN	EAST END		17,700										17,700
5	5	CALLOWAY STREET	BOOKER ST	SOUTH&EAST END		109,448										109,448
5	5	WOODRUN ROAD	9 MILE RD	CUL-DE-SAC		248,057										248,057
5	5	WOODRUN ROAD	WOODRUN ROAD	CUL-DE-SAC		27,060										27,060
5	5	WOODRUN LANE	WOODRUN RD	SOUTH END		28,704										28,704
5	5	TARA-DAWN LANE	TARA-DAWN CIRCLE	CUL-DE-SAC		53,998										53,998
5	5	TARA-DAWN CIRCLE	TEN MILE RD	TARA-DAWN CIR		298,364										298,364
5	5	BETMARK ROAD	TEN MILE RD	NORTH END		166,276										166,276
5	5	SQUIRE DRIVE	E KINGSFIELD RD	NORTH END		37,371										37,371
1	1	CANNONADE DRIVE	CR 293	EAST END			80,165									80,165

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	CHERBOURG ROAD	MARSEILLE DR	* 420' SOUTH			24,677									24,677
1	1	CRANBROOK AVENUE	FAIRVIEW DR	CLEARWATER AVE			69,801									69,801
1	1	WATKINS TRAIL	ROEBLING TRAIL	DAYTONA DRIVE			76,325									76,325
1	1	ROEBLING TRAIL	LILLIAN HIGHWAY	MOROSO DRIVE			79,024									79,024
1	1	ELKHART CIR	DAYTONA DRIVE	CUL-DE-SAC			26,591									26,591
1	1	DAYTONA CIR	ROEBLING TRAIL	MOROSO DRIVE			84,011									84,011
1	1	MOROSO DRIVE	ROEBLING TRAIL	BUTTONWILLOW TRAIL			71,573									71,573
1	1	SEABRING DRIVE	DAYTONA DRIVE	ROEBLING TRAIL			57,611									57,611
1	1	GULFBAY LANE	SOUTHBAY DRIVE	CUL-DE-SAC			75,167									75,167
1	1	CENTRE STREET	CUL-DE-SAC	CUL-DE-SAC			93,036									93,036
1	1	HEATHERWOOD DRIVE	DOG TRACK RD	CUL-DE-SAC			75,621									75,621
1	1	CREEK RIDGE DRIVE	CUL-DE-SAC	CUL-DE-SAC			177,848									177,848
1	1	BRIDGE CREEK TERRACE	BRIDGE CREEK DRIVE	CUL-DE-SAC			96,697									96,697
1	1	LITTLE CREEK LANE	LILLIAN DRIIVE	ARUBA DRIVE			95,099									95,099
1	1	BLUEBAY LANE	CREEK RIDGE DRIVE	CUL-DE-SAC			62,358									62,358
1	1	LITTLE CREEK DRIVE	ARUBA DRIVE	LITTLE CREEK LANE			123,376									123,376
1	1	SOFTSHOE CIRCLE	CREEK RIDGE DRIVE	CASSIA DRIVE			78,789									78,789
1	1	SOFTSHOE CIR	CASSIA DRIVE	CREEK RIDGE DR			78,789									78,789
2	2	CLEAR LAKE DRIVE	CHANDELLE DRIVE	CUL-DE-SAC			93,427									93,427
2	2	CHANDELLE DRIVE	GULF BEACH HWY	CUL-DE-SAC			502,685									502,685
2	2	CHANDELLE LAKE DRIVE	CHANDELLE DRIVE	BONITA DRIVE			288,171									288,171
2	2	59TH AVENUE (NORTH)	JACKSON ST	MCNAIR LN			16,752									16,752
2	2	GREEN STREET	SOUTH END	JACKSON ST			45,450									45,450
2	2	KINNAR AVENUE	FRANCES DR	46TH AVE			93,231									93,231
2	2	ALMAX COURT	N 57TH AVE	W'LY END			25,500									25,500
2	2	BALDERAS AVENUE	INNERARITY RD	SOUTH END			28,023									28,023
2	2	PAULA AVE	PAULA AVE	PVMT END			22,999									22,999
2	2	EDGEWOOD COURT (SOU	S EDGEWOOD CIR	E'LY CUL-DE-SAC			7,929									7,929
2	2	EDGEWOOD CIRCLE (SOUT	JACKSON ST	SE CUL-DE-SAC			64,387									64,387
2	2	EDGEWOOD COURT	JACKSON ST	NORTH END			18,008									18,008
3	3	HAYES STREET	EAST END	E/ H ST			61,618									61,618
3	3	SARATOGA COURT	SARATOGA AVE	EAST END			14,060									14,060
3	3	WRIGHT STREET	T ST	WEST END			25,257									25,257
3	3	CAIN AVENUE	VICKIE ST	CALVERT ST			15,744									15,744
3	3	HAWKINS ROAD	FOWLER AVE	EAST END			27,894									27,894
3	3	FAIRCHILD STREET	1734'E/CHAPEL	CITY LIMITS			119,973									119,973
3	3	J STREET	YONGE ST	N/ SCOTT ST			16,260									16,260
3	3	WEAVER STREET	HOPE DRIVE	NORTH END			33,880									33,880
3	3	OAKFIELD ROAD	PALAFox STREET	BURGESS ROAD			162,301									162,301
3	3	ANDREW AVENUE	FAIRFIELD DR	N/ RR CROSSING			83,312									83,312
3	3	MAXWELL STREET	PACE BLVD	L ST			57,143									57,143
4	4	OKALOOSA AVENUE	WALTON ST	WEST END			77,535									77,535
4	4	KIPLING STREET	FAIRCHILD ST	NORTH END			27,034									27,034
4	4	BLOODSWORTH LANE	CHAPEL ST	MARIE AVE			17,354									17,354
4	4	CHAPEL STREET	S/ CITY LIMITS	VERNON ST			11,196									11,196
4	4	FAIRCHILD STREET	1734'E/CHAPEL	CHAPEL ST			101,728									101,728
5	5	SUNSHINE HILL RD	ATMORE HWY	MOLINO RD			820,404									820,404
5	5	OLD CHEMSTRAND RD	HWY 29	MONSANTO PLANT			966,279									966,279
1	1	MARLANE DRIVE	253'S/CLARA ST	GLENDORA ST				14,560								14,560
1	1	MARLANE DRIVE	253' SOUTH	CLARA ST				12,369								12,369
1	1	MARLANE DRIVE	CLARA ST	CERNY RD				81,312								81,312
1	1	GLASS DRIVE	MICHIGAN AVE	E SHORE DR				213,605								213,605

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	SHELBY LANE	BEULAH ROAD	WEST END				157,569								157,569
1	1	ORA DRIVE	TANTON ROAD	SOUTH END				187,323								187,323
1	1	BELL RIDGE TRAIL	FOREST RIDGE DRIVE	CUL-DE-SAC				56,511								56,511
1	1	BELL RIDGE DRIVE	9 MILE RD	CUL-DE-SAC				214,324								214,324
1	1	BELL RIDGE CIRCLE	BELL RIDGE DRIVE	CUL-DE-SAC				25,183								25,183
1	1	BELL RIDGE TRAIL	W'LY CUL-DE-SAC	FOREST RIDGE DR				39,131								39,131
1	1	SUNBURY CIRCLE	SUNBURY DRIVE	SOUTHEND				20,533								20,533
1	1	SUNBURY DRIVE	W SHORE DRIVE	SOMERSET DRIVE				40,773								40,773
1	1	FRANK REEDER ROAD	BRIDLEWOOD DR	TOWER RIDGE RD				142,555								142,555
1	1	ROSSI WAY	MEIR HENRY RD	DOWDY DR				30,460								30,460
1	1	TANGEN STREET	LOCKHART ST	YOSHIDA ST				32,325								32,325
1	1	DENVER AVENUE	MICHIGAN AVE	BOULDER AVE				32,322								32,322
1	1	GALAXY COURT	W OF EL DORADO	E OF EL DORADO				30,911								30,911
2	2	ALEXANDRIA DRIVE	N MADISON DR	N/ W WEBSTER				22,919								22,919
2	2	LARUA STREET	N 61ST AVE	N 65TH AVE				68,049								68,049
2	2	EDISON DRIVE	WEBSTER DRIVE	NORTHWEST END				221,349								221,349
2	2	GARFIELD DRIVE	MADISON DRIVE	MADISON DRIVE				355,989								355,989
2	2	ATLANTA AVENUE	GULF BEACH HWY	S/ BRIDGE				9,000								9,000
2	2	GADSDEN STREET	W ST	GRANDVIEW ST				103,740								103,740
2	2	WIGGINS AVENUE	JACKSON ST	SOUTH END				46,520								46,520
2	2	BIRCH AVENUE	N 49TH AVE	FRANCES DR				31,953								31,953
2	2	ALTON ROAD	SHADOW LAWN LN	CHASEVILLE ST				79,755								79,755
2	2	HURD LANE	CITRUS ST E/	PRIVATE DRIVE				19,369								19,369
2	2	RUNYAN STREET	GULF BEACH HWY	NORTH END				32,595								32,595
2	2	T STREET	JACKSON ST	S/* N/BELMONT				35,689								35,689
2	2	WINGATE STREET	RICHMOND ST	EAST END				8,091								8,091
3	3	DIAMOND DIARY RD	US 29	COBB LANE				109,061								109,061
3	3	KELLY AVE	LORETTA AVE	MASSACHUSETTS AVE				114,928								114,928
3	3	LORETTA STREET	PALAFOX STREET	PACE BLVD				65,770								65,770
3	3	INDUSTRIAL BOULEVARD	W ST	US 29 / SR 95				150,737								150,737
3	3	INDUSTRIAL BOULEVARD	CR 95-A	US 29 / SR 95				94,101								94,101
3	3	BREEZEWOOD CIRCLE	LEPLEY RD	NORTH END				42,397								42,397
3	3	JACQUELYN WAY	US 29 / SR 95	HANSEN BLVD				28,819								28,819
3	3	PERTH AVENUE	LEPLEY RD	NORTH END				31,589								31,589
3	3	AUSTIN STREET	PITTMAN AVE	CR 95A				55,422								55,422
4	4	BEECHWOOD DRIVE	DESERT ST	RAINES ST				52,296								52,296
4	4	BREWSTER STREET	DAVIS HWY	9 MILE RD				20,167								20,167
4	4	ROYCE STREET	SKYLINE DR W/	272'E/DAVIS HWY				72,004								72,004
4	4	DESERT STREET	KIPLING ST	WEST END				30,639								30,639
4	4	JACK STREET	LANGLEY AVE	CITY LIMITS				20,918								20,918
4	4	LEWIS STREET	DAVIS HWY	E/ PVMT CHANGE				106,001								106,001
4	4	MARLOW STREET	ATWOOD DR	FRANK RD				26,185								26,185
5	5	JAKES ROAD	PINEVILLE RD	ALBRITTON				158,329								158,329
5	5	NOKOMIS ROAD	PINEVILLE RD	MEADOWS ROAD				1,085,099								1,085,099
5	5	CITATION DRIVE	PINE FOREST RD	BONANZA DRIVE				116,453								116,453
5	5	BONANZA DRIVE	CITATION DR	GALLOWES RD				128,529								128,529
5	5	GALLOWES RD	CORRAL DRIVE	NORTH END				59,380								59,380
5	5	CORRAL DRIVE	ST REGIS CUTOFF	MUSTANG DRIVE				108,416								108,416
1	1	MIMOSA DRIVE	BELLEFLOWER DR	INDA AVE					55,616							55,616
1	1	BRIARWOOD DRIVE	US 98	N'LY CUL-DE-SAC					122,721							122,721
1	1	68TH AVENUE	NORTH END	JACKSON ST					44,452							44,452
1	1	ABBA ROAD	STILLER LAKE RD	NORTHWEST END					29,426							29,426

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	BELLEFLOWER ROAD	FRANCISCAN DR	INDA AVE					85,243							85,243
1	1	COMMERCE PARK DR	COMMERCE PARK CIRCLE	RAMBLER DR					56,992							56,992
1	1	EL DORADO DRIVE	CONTINENTAL DR	WEST END					38,747							38,747
1	1	HERMOSA CIRCLE	WAVERLY DR	GRAYMONT LN					58,781							58,781
1	1	HERTZ STREET	WHITE PINES DR	W'LY S/D LIMITS					22,176							22,176
1	1	MIDAS ROAD	MULDOON RD	STEVENDALE RD					49,153							49,153
1	1	NORTHBURY COURT	INTERSTATE CIR	S'LY CUL-DE-SAC					19,961							19,961
1	1	WOODS ROAD	SASSER LN	SOUTH END					172,465							172,465
2	2	FREMONT AVENUE	BRISTOL AVE	MEDFORD AVE					72,385							72,385
2	2	WOODSMAN COURT	WOODSMAN DR	W'LY S/D LIMITS					18,074							18,074
2	2	FOUNTAIN ABBEY	HUNTINGTON DR	FAIRFIELD DR					85,942							85,942
2	2	GRUNDY STREET	WAYNE AVE	LOWNDE AVE					19,680							19,680
2	2	IONA STREET	BARRANCAS AVE	DEXTER AVE					65,756							65,756
2	2	GADSDEN STREET	ALICE ST	SOUTHWEST END					20,096							20,096
2	2	GALVEZ ROAD	INNERARITY RD	SOUTH END					37,755							37,755
2	2	CHESTNUT STREET	REDWOOD CR	CHESTNUT ST					16,715							16,715
2	2	EDWARD STREET	RICHARD ST	MARY ST					18,999							18,999
2	2	GERALD ROAD	SHERMAN AVE	MERCADO AVE					17,483							17,483
2	2	BROADMOOR LANE	BAYSHORE DR	SR 292					14,271							14,271
2	2	FRANCES DRIVE	KINNEAR AVE	JACKSON ST					59,159							59,159
2	2	LOOP ROAD (NORTH)	BLUE ANGEL PKWY	S LOOP RD					139,111							139,111
2	2	MADISON DRIVE (SOUTH)	NEW MEXICO DR	EDISON DR					250,076							250,076
2	2	EHRMANN STREET	NAVY BLVD	MELDUM AVE					20,533							20,533
2	2	MELDUM AVE	EHRMANN STREET	CHASEVILLE STREET					63,213							63,213
2	2	MELDUM AVE	CHASEVILLE STREET	EAST END					36,300							36,300
2	2	PINEWOOD LANE	NAVY BLVD	RR TRACKS					59,589							59,589
2	2	WATER SPRAY DRIVE	BALDERAS RD	E'LY CUL-DE-SAC					12,472							12,472
2	2	YONGE STREET	FERNWOOD STREET	EAST END					19,171							19,171
2	2	BENSON PLACE	JACKSON ST	SOUTH END					16,021							16,021
2	2	BIRCH AVENUE	N 48TH AVE	N 49TH AVE					30,680							30,680
2	2	OMEGA COURT	CHESTNUT ST	NORTHWEST END					11,828							11,828
2	2	PLANETARIUM AVE	MARS DR	NEPTUNE DR					29,349							29,349
2	2	MADISON DRIVE (WEST)	EDISON DR	CURTIS DR					56,620							56,620
2	2	POU STATION DRIVE	SUNSET AVE	SOUTH END					37,304							37,304
3	3	CAROLYN WAY	HANSEN BLVD	US 29 / SR 95					28,616							28,616
3	3	HAYES STREET	PACE BLVD	FAIRFIELD DR					144,402							144,402
3	3	JONES STREET	RAWLS AVE	CR 95-A					80,551							80,551
3	3	MILSTEAD STREET	US 29 / SR 95	EAST END					34,312							34,312
3	3	Q STREET	MAXWELL ST	YONGE ST					34,144							34,144
3	3	TIKI LANE	KENMORE RD	TRAVIS ST					40,856							40,856
3	3	YOAKUM COURT	ARMENIA DR	CONCORDIA BLVD					60,283							60,283
3	3	BRAINERD STREET	PACE BLVD	Y ST					172,765							172,765
3	3	J STREET	JORDAN ST	N/ YONGE ST					62,371							62,371
3	3	NABERS PLACE	CHIMES WAY	CONCORDIA BLVD					22,581							22,581
3	3	PRICE STREET	* 149'S MPLWOOD	S/ BROAD ST					77,075							77,075
3	3	VAN PELT LANE	US 29 / SR 95	CR 95-A					27,329							27,329
4	4	EMILY STREET	TIPPIN AVE	EAST END					50,193							50,193
4	4	FAITH LANE	JOHNSON AVE	KLINGER ST					28,877							28,877
4	4	ANGLEY AVENUE	9TH AVE	CITY LIMITS					163,411							163,411
4	4	LANSING DRIVE	LANIER DR	E/ CITY LIMITS					52,657							52,657
3	3	EVERSON AVENUE	ETTA ST	9 MILE RD					34,066							34,066
5	5	WILLIAMS DITCH ROAD	CR 95A	PARKER ROAD					665,446							665,446

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
3	3	FRETZ STREET	COVE AVE	BOWMAN AVE					76,267							76,267
5	5	KAYZAN STREET	BOWMAN AVE	WEST END					32,208							32,208
5	5	ZURICH STREET	ZELDA STREET	WESTSIDE DR					20,988							20,988
5	5	ZELDA STREET	ZENDA STREET	SOUTH END					49,676							49,676
5	5	DANA STREET	ZELDA STREET	WESTSIDE DR					21,076							21,076
5	5	RIVERS ROAD	ZELDA STREET	WESTSIDE DR					20,812							20,812
5	5	BRISTOL PARK ROAD	CR 97	DEAD END					177,232							177,232
3	3	BRIESE LANE	OLIVE ROAD	JOHNSON AVE					164,071							164,071
5	5	HAMILTON CROSSING DR	KINGFIELD ROAD	HAMILTON CROSSING					126,133							126,133
5	5	BOBWHITE DRIVE	HUMMINGBIRD BLVD	NORTH END					277,083							277,083
4	4	WINDING LANE	SCENIC HWY	JOHNSON AVE					105,013							105,013
5	5	CROCKETT ROAD	WEST ROBERTS ROAD	CRICKET RIDGE ROAD					85,536							85,536
5	5	CRICKET RIDGE RD	KINGFIELD ROAD	KINGSFIELD ROAD					167,259							167,259
5	5	CRICKETT CIR	CRICKET RIDGE DRIVE	CUL-DE-SAC					48,869							48,869
5	5	ARCHER ROAD	TATE RD	W/ RR CROSSING					34,451							34,451
5	5	ARIES DRIVE	WESTSIDE DR	WEST END					36,161							36,161
5	5	BOOKER STREET	GRIGGS ST	EAST END					25,291							25,291
5	5	BUXTON WAY	COLWYN DR	W'LY CUL-DE-SAC					10,440							10,440
5	5	CHALET PLACE	JOHNSON AVE	CHALET PL					28,497							28,497
5	5	SUNSHINE HILL ROAD	SUNCREST LN	S/ MOLINO RD					128,884							128,884
5	5	SCEPTER COURT	CR 297A	W'LY CUL-DE-SAC					29,017							29,017
3	3	DETROIT BLVD	BRIDGE	W/ ASHLAND AVE					134,583							134,583
5	5	CR 297/W ROBERTS ROAD	RR CROSSING E/	US 29 / SR 95					25,945							25,945
5	5	FRETZ STREET	COVE AVE	BOWMAN AVE					77,750							77,750
5	5	STINNIS STREET	MUSCOGEE RD	TAYLOR ST					20,115							20,115
5	5	ZENDA STREET	WESTSIDE DR	EAST END					28,886							28,886
1	1	CLEARVIEW AVENUE	FAIRVIEW DR	CLEARWATER AVE						73,647						73,647
1	1	HERTZ STREET	E'LY S/D LIMITS	W'LY CUL-DE-SAC						6,593						6,593
1	1	CLEARWATER AVENUE	BLUE SPRINGS DR	MICHIGAN AVE						138,441						138,441
1	1	CHELLIE ROAD	PINE FOREST RD	CHICAGO AVE						176,574						176,574
1	1	DALLAS AVENUE	MICHIGAN	TUCSON AVE						32,693						32,693
1	1	KING STREET	MULDOON RD	SOUTH END						158,571						158,571
1	1	LAKE JOANNE DRIVE	72ND AVE	61ST AVE						107,874						107,874
1	1	LEMOYNE LANE	MONTCLAIR RD	CHANTILLY WAY						56,948						56,948
1	1	NANDORA AVENUE	COMMUNITY DR	MYSTIC LN						53,580						53,580
1	1	PEPPER LANE	BELLVW PINES RD	W LN LOT 36-B						9,489						9,489
1	1	PIPELINE ROAD	MICHIGAN AVE	BOSWELL DR						81,727						81,727
1	1	PEPPERTREE COURT	S'LY CUL-DE-SAC	N'LY CUL-DE-SAC						16,485						16,485
2	2	ARLINGTON STREET	ANTHONY ST	SOUTH END						18,102						18,102
2	2	BALLARD STREET	ST REGIS DR	S MADISON DR						27,586						27,586
2	2	KINARD AVENUE	N LOOP RD	ROBERTSON RD						48,400						48,400
2	2	MCNAIR LANE	N 57TH AVE	N 59TH AVE						31,599						31,599
2	2	SEAGLADES DRIVE	* 291'E/G B HWY	E/*695'SE/GB HY						17,921						17,921
2	2	TRENTON DRIVE	POTOMAC DR	NORTHVIEW DR						18,188						18,188
2	2	59TH AVENUE (NORTH)	AURORA AVE	KENDALL AVE						28,876						28,876
2	2	ESSEX CIRCLE	ESSEX RD	SOUTH END						9,260						9,260
2	2	ETHEL WINGATE DRIVE	GULF BEACH HWY	CUL DE SAC						63,277						63,277
2	2	GADSDEN STREET	EAST OF FOYE	WEST OF FOYE						13,052						13,052
2	2	KIRK STREET	MOBILE HWY	JACKSON ST						65,193						65,193
2	2	RENA LANE	ONO AVE	GROTTO AVE						14,254						14,254
2	2	TONAWANDA DRIVE	BRENDA AVE	N 61ST AVE						8,475						8,475
2	2	VANDERBILT ROAD	EMORY DR	FAIRFIELD DR						52,115						52,115

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
2	2	TRENTON DRIVE	NORTHVIEW DR	EDISON DR						76,902						76,902
2	2	MAYFAIR DRIVE	FOREST PARK DR	CLAIRMONT DR						42,338						42,338
2	2	MASSACHUSETTS AVENUE	9378'E/MOBILE H	8183'E/MOBILE H						70,107						70,107
2	2	PALMETTO AVENUE	W/ CHATTMAN ST	NAVY BLVD						27,319						27,319
2	2	POTOMAC DRIVE	REVERE DR	EDISON DR						53,724						53,724
2	2	PALAO ROAD	BARRANCAS	BAYSHORE DR						23,892						23,892
2	2	MADISON DRIVE (EAST)	NEW MEXICO DR	N WEBSTER DR						49,852						49,852
3	3	AVERY STREET	W ST	P ST						127,794						127,794
3	3	HATTON STREET	D ST	H ST						74,555						74,555
3	3	JORDAN STREET	T ST	W ST						57,600						57,600
3	3	LENOX PARKWAY	CONCORDIA BLVD	W ST						40,115						40,115
3	3	MAXAM STREET	BURGESS RD	NORTH END						29,645						29,645
3	3	ROSALYN WAY	CONCORDIA BLVD	ARMENIA DR						38,473						38,473
3	3	SCOTT STREET	PALAFOX ST	WEST END						52,089						52,089
3	3	CAMELIA DRIVE (EAST)	CONCORDIA BLVD	CONCORDIA BLVD						70,323						70,323
3	3	BLOUNT STREET	T ST	PACE BLVD						86,093						86,093
3	3	CAMPBELL COURT	MAJORS RD	MAJORS RD						16,764						16,764
3	3	BELLA DONNA STREET	SOUTH END	PACIFIC ST						13,821						13,821
3	3	BLOUNT STREET	PACE BLVD	T ST						83,942						83,942
3	3	CROSS STREET	RR TRACKS	CRESCENT DR						29,333						29,333
3	3	AVERY STREET	P ST	W ST						125,679						125,679
3	3	HOBART AVENUE	NORTH END	LEPLEY RD						32,091						32,091
4	4	CASCADE DRIVE	SHELL ST	TAMARAC ST						53,136						53,136
4	4	LANGLEY PLACE	LANGLEY AVE	DEAD END						30,666						30,666
4	4	LANIER DRIVE	LANSING DR	CREIGHTON RD						40,187						40,187
4	4	TAMARACK STREET	NORTH END	SOUTH END						43,747						43,747
4	4	WILLIAMSBURG CIRCLE	OLIVE RD	NORTH END						35,092						35,092
4	4	CAMALE CIRCLE	CAMALE DR	EAST END						20,599						20,599
4	4	DELOACH STREET	HENDRIX AVENUE	STARK AVENUE						78,613						78,613
4	4	DESERT STREET	120'W/BEECHWOOD	676'E/DESERT						60,102						60,102
5	5	COMALANDER ROAD	COX RD	E/ CAMPGROUND						55,193						55,193
5	5	BENJULYN ROAD	OLD NOVAK RD	NORTHEAST END						156,740						156,740
3	3	OAKFIELD ROAD (EAST)	RR CROSSING	N/ BURGESS RD						104,180						104,180
5	5	RAINES ROAD	CR 4	CR 168						394,169						394,169
5	5	MAPLE STREET	BOOTH AVE	MONROE AVE						17,197						17,197
5	5	BUCKHEAD TRACE	WM'S DITCH RD	SW S/D LIMITS						54,138						54,138
5	5	CHADSON STREET	CHEMSTRAND RD	EAST END						56,792						56,792
5	5	CIRCLE ROAD	ROCKAWAY RD	PVMT END						80,564						80,564
5	5	CITATION DRIVE	PINE FOREST RD	BONANZA DR						115,913						115,913
5	5	CYPRESS STREET (SOUTH)	CR 99A	S/ PVMT END						86,545						86,545
5	5	EDEN LANE	RR CROSSING	CR 95-A						4,703						4,703
5	5	RIGBY ROAD	BRIDGE	N/ CR 4						108,677						108,677
5	5	WORLEY ROAD	MYSTIC SPRGS RD	EAST END						60,371						60,371
5	5	CHILDERS STREET	520'E/LOU ST	LOU ST						26,598						26,598
5	5	GRAND OAKS BLVD	BRANDERMILL DR	W'LY S/D LIMITS						9,655						9,655
5	5	NIGHTWIND DRIVE	WOODBREEZE DR	N'LY CUL-DE-SAC						15,525						15,525
5	5	PARK LANE WEST	ROCKY AVE	HOMELAND AVE						19,667						19,667
5	5	JUNIPER STREET	CR 99A	N/ PVMT END						132,656						132,656
5	5	LAMBERT BRIDGE ROAD	VELOR RD	BEGIN BRIDGE						866,884						866,884
1	1	FAIRVIEW DRIVE	MICHIGAN	MICHIGAN							225,974					225,974
1	1	BERRYHILL ROAD	WEST END	BRIARWOOD DR							87,296					87,296
1	1	TUPELO AVENUE	CHICAGO AVE	MEMPHIS AVE							16,368					16,368

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	MIMOSA DRIVE	INDA AVE	BELLEFLOWER DR							53,885					53,885
1	1	NORTHBURY COURT	S'LY CUL-DE-SAC	INTERSTATE CIR							15,664					15,664
1	1	BOULDER AVENUE	CHICAGO AVE	MEMPHIS AVE							17,453					17,453
1	1	ARTESIAN AVENUE	FAIRVIEW DR	CLEARWATER AVE							67,706					67,706
1	1	RAINBOW AVE	SUN VALLEY DR	BLUE SPRINGS DR							50,219					50,219
1	1	LEMOYNE LANE	CHANTILLY WAY	MONTCLAIR RD							55,552					55,552
1	1	DALLAS AVENUE	TUCSON AVE	MICHIGAN							26,253					26,253
1	1	VENTURA LANE	GRAYMONT LN	PVMT CHANGE							79,161					79,161
1	1	TAMPICO CIRCLE	EAST END	TAMPICO BLVD							7,979					7,979
1	1	WARRIOR COURT	CUL DE SAC	PALE MOON DR							7,568					7,568
1	1	MIDLAND PARK DRIVE	TEMPLE LN	COMMUNITY DR							85,272					85,272
1	1	PEPPERTREE COURT	PEPPERTREE CT	PEPPERTREE LN							17,893					17,893
1	1	PIPELINE ROAD	BOSWELL DR	MICHIGAN AVE							75,973					75,973
1	1	TINOSA LANE	TINOSA CIR	TINOSA CIR							28,219					28,219
1	1	TUPELO AVENUE	DENVER AVE	LOUISVILLE AVE							15,840					15,840
1	1	SUN VALLEY DRIVE	S/ WIDTH CHANGE	E SHORE DR							47,285					47,285
1	1	EL MATADOR TERRACE	NORTH END	US 98							130,005					130,005
1	1	DUNWALT ROAD	SOUTH END	DUNAWAY LN							102,373					102,373
2	2	WINFRED AVENUE	CANAL DR	INNERARITY RD							38,476					38,476
2	2	58TH AVENUE (NORTH)	FAIRFIELD DR	TONAWANDA DR							140,414					140,414
2	2	WINFRED AVENUE	CANAL DR	INNERARITY RD							38,476					38,476
2	2	CHANDELLE CIRCLE	CHANDELLE DR	CHANDELLE DR							97,563					97,563
2	2	VANDERBILT ROAD	FAIRFIELD DR	EMORY DR							156,117					156,117
2	2	58TH AVENUE (NORTH)	FAIRFIELD DR	TONAWANDA DR							140,414					140,414
2	2	SHOEMAKER STREET	N/ JACKSON	SOUTH END							27,720					27,720
2	2	CR 493/T STREET	FAIRFIELD DR	* @ AVERY							291,627					291,627
2	2	JAPONICA AVENUE	INNERARITY RD	CANAL DR							40,744					40,744
2	2	CALVARY DRIVE	DESMONDE DR	N WEBSTER DR							30,389					30,389
2	2	61ST AVENUE (NORTH)	JACKSON ST	LILLIAN HWY							118,448					118,448
2	2	CALVARY DRIVE	DESMONDE DR	N WEBSTER DR							30,389					30,389
2	2	MAVILLA STREET	SUNDOWN ST	INNERARITY RD							59,962					59,962
3	3	WOODLEY DRIVE	BURGESS RD	OAKFIELD RD							104,544					104,544
3	3	LEBLANC WAY	MONPELLIER DR	LANDES DR							42,231					42,231
3	3	HOBART AVENUE	LEPLEY RD	NORTH END							31,845					31,845
3	3	WILCOX STREET	SUMPTER ST	KERSHAW ST							24,493					24,493
3	3	BARBER STREET	MAYFLOWER AVE	US 29 / SR 95							28,372					28,372
3	3	BELLA DONNA STREET	PACIFIC ST	SOUTH END							16,234					16,234
3	3	LENOX PARKWAY	W ST	CONCORDIA BLVD							38,182					38,182
3	3	BAARS STREET	S ST	W ST							72,395					72,395
3	3	POND AVENUE	ORANGE AVE	JONES ST							112,948					112,948
3	3	MOCCASIN TRAIL	NORTH END	LEPLEY RD							56,907					56,907
3	3	KENMORE ROAD	US 29 / SR 95	MELANIE DR							26,156					26,156
3	3	KYLE DRIVE	NORTH END	KYLE DR							17,478					17,478
3	3	MEMORY LANE	AIRPORT BLVD	PALAFox ST							73,744					73,744
3	3	OLD FAIRFIELD DRIVE	W/ FERNWOOD AVE	RR CROSSING							42,181					42,181
3	3	YOAKUM COURT	W ST	CONCORDIA BLVD							34,907					34,907
3	3	LLOYD STREET	E/ CITY LIMITS	PACE BLVD							7,568					7,568
3	3	WILDEWOOD AVENUE	LUCERNE AVE	MEDFORD AVE							19,199					19,199
3	3	WHITEHEAD DRIVE	EAST END	PALAFox ST							46,933					46,933
3	3	R STREET	FAIRFIELD DR	ST MARY AVE							73,627					73,627
3	3	BARBER STREET	WEST END	US 29 / SR 95							17,600					17,600
4	4	GEEKER STREET	STARK AVENUE	TIPPIN AV							25,620					25,620

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
4	4	HYATT STREET	MCCOY ST	WEST END							30,589					30,589
4	4	LAWTON STREET	PANDORA PL	OLIVE RD							129,219					129,219
4	4	SMITH'S FISH CAMP ROAD	US 90	NORTH END							53,548					53,548
4	4	LANSING DRIVE	673'E/MARIE AVE	256'E/MARIE AVE							16,309					16,309
4	4	BEAUMONT DRIVE	TIPPIN AVE	SHERRILL DR							63,243					63,243
4	4	HONEYWOOD DRIVE	E'LY CUL-DE-SAC	W'LY CUL-DE-SAC							58,960					58,960
4	4	ROYCE STREET	272'E/DAVIS HWY	SKYLINE DR W/							77,709					77,709
4	4	AGINCOURT RD	CITY LIMITS	ALVARADO RD							6,747					6,747
4	4	BROOKLYN STREET	LAWTON ST	KIPLING RD							64,191					64,191
4	4	DESERT STREET	676'E/DESERT	120'W/BEECHWOOD							61,835					61,835
5	5	CR 99	ATMORE HWY	BEGIN BRIDGE							138,693					138,693
5	5	CR 99	END BRIDGE	LAMBERT BRDG RD							253,508					253,508
5	5	CR 99	WALNT HL SCH RD	N/ GOBBLER RD							241,093					241,093
5	5	CR 99	LAMBERT BRDG RD	WALNT HL SCH RD							95,321					95,321
5	5	CR 99	ROLEY RD	N/ CR 168							214,011					214,011
5	5	CR 99	GOBBLER RD	BEGIN BRIDGE							68,229					68,229
5	5	CR 99	BEGIN BRIDGE	ATMORE HWY							137,940					137,940
5	5	DOCKINS ROAD	BREASTWORKS RD	SOUTH END							82,962					82,962
5	5	CR 99	LAMBERT BRDG RD	END BRIDGE							252,917					252,917
1	1	WOODS ROAD	SOUTH END	SASSER LN								114,058				114,058
1	1	GODWIN LANE	W/ PVMT END	MOBILE HWY								158,048				158,048
1	1	INDIANA AVENUE	COMMUNITY DR	DALLAS AVE								76,927				76,927
1	1	FRANK REEDER ROAD	SPICEWOOD RD	TOWER RIDGE								142,888				142,888
1	1	WAVERLY DRIVE	VENTURA LN	HERMOSA CT								17,072				17,072
1	1	GREEN PINE DRIVE	PAMPAS TRAIL RD	SEAPINE CIR								45,760				45,760
1	1	SEAPINE CIRCLE	SEAPINE CIR	US 98								248,160				248,160
1	1	FRANCLIFF DRIVE	WEST END	RAMBLER DR								22,103				22,103
1	1	PEBBLE DRIVE	GLASS DR	SUN VALLEY DR								35,200				35,200
1	1	SHADETREE CIRCLE	NW CUL-DE-SAC	SHADOW PINES BL								12,555				12,555
1	1	PETRA CIRCLE	NORTH END	BELLVIEW AVE								62,011				62,011
1	1	LUCERNE AVENUE	BRISTOL AVE	CLIFTON AVE								77,440				77,440
1	1	CHELSEA STREET	65TH AVE	68TH AVE								41,800				41,800
2	2	T STREET	S/* N/BELMONT	JACKSON ST								35,708				35,708
2	2	SHOEMAKER STREET	N/ JACKSON	SOUTH END								27,720				27,720
2	2	MELDUM AVENUE	EAST END	CHASEVILLE ST								32,697				32,697
2	2	ETHEL WINGATE DRIVE	CUL DE SAC	GULF BEACH HWY								43,296				43,296
2	2	ROBERTSON AVENUE	NORTH END	N LOOP RD								79,200				79,200
2	2	CARTIER ROAD	VINCENT RD	GULF BEACH HWY								101,249				101,249
2	2	H STREET	N/ TEXAR DR	YONGE ST								169,605				169,605
2	2	X STREET	MOBILE HWY	AVERY ST								158,156				158,156
2	2	STAR LAKE DRIVE	STAR LAKE DR	BRIDGE(484068)								85,272				85,272
3	3	KYLE DRIVE	ROLLING HLS RD	ROLLING HLS RD								88,948				88,948
3	3	LENOX PARKWAY	CONCORDIA BLVD	ARMENIA DR								37,644				37,644
3	3	BRADBERRY PLACE	EAST END	IRVING AVE								11,792				11,792
3	3	OWENS STREET	SOUTH END	TERRY DR								32,971				32,971
3	3	MAXWELL STREET	Q ST	R ST								15,596				15,596
3	3	INDUSTRIAL COURT	S'LY CUL-DE-SAC	W STREET								74,917				74,917
3	3	SHAW AVENUE	DETROIT BLVD	JOHNSON AVE								18,260				18,260
3	3	YOAKUM COURT	ARMENIA DR	HANSEN BLVD								100,662				100,662
3	3	CAPITOL BLVD	FRUITVALE ST	COBB LN								110,587				110,587
3	3	ROANNE LANE	MONTCLAIR RD E	VERSAILLES DR								28,233				28,233
4	4	LOVEJOY STREET	MONROE ST	COPTER RD								61,468				61,468

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
4	4	ST CEDD AVENUE	ST TIMOTHY AVE	ST ALBAN RD								86,533				86,533
4	4	GEEKER STREET	HENDRIX AVENUE	STARK AVENUE								77,225				77,225
4	4	ST BARNABAS STREET	ST ALBAN RD	ST AMATUS ST								51,568				51,568
4	4	LANIER DRIVE	CITY LIMITS	FAIRCHILD ST								29,275				29,275
4	4	KARLAND ROAD	LATHAM ST	DAVIS HWY								37,019				37,019
4	4	NOWLINBURY ROAD	WEST END	9TH AVE NORTH								34,496				34,496
4	4	MCALLISTER STREET	N/ CITY LIMITS	NIGHTINGALE ST								35,200				35,200
4	4	YANCEY AVENUE	PARAZINE AVE	OLIVE RD								95,509				95,509
4	4	TIPPIN AVENUE	OLIVE RD	END OF C&G								90,616				90,616
4	4	HENDRIX AVENUE	SOUTH END	OLIVE RD								118,800				118,800
5	5	CONSTITUTION PLACE	UNIVERSITY PARKWAY	600' WEST								61,464				61,464
5	5	CR 99	HWY 97	STATELINE ROAD								1,726,325				1,726,325
5	5	BRADLEY AVENUE	JUDY AVE	JENNINGS ST								30,798				30,798
5	5	KILLAM ROAD	CR 4	CR 4A								366,310				366,310
5	5	CRYSTAL CREEK CIRCLE	SHADOW CREEK DR	E'LY CUL-DE-SAC								13,510				13,510
5	5	OAKFIELD ROAD (EAST)	CR 95-A	E/ RR CROSSING								61,536				61,536
1	1	ESPERANTO DRIVE	MICHIGAN AVE	V ESCONDIDO DR									123,200			123,200
1	1	TRIAD BOULEVARD	CARRIER DR	BLUE ANGEL PKWY									48,987			48,987
1	1	DENVER AVENUE	HOUSTON AVE	BOULDER AVE									31,093			31,093
1	1	EL DORADO DRIVE	CONTINENTAL DR	GALAXY CTS									68,288			68,288
1	1	BLUE SPRINGS DRIVE	FAIRVIEW DR	E SHORE DR									130,411			130,411
1	1	AMIENS WAY	ST NAZAIRE RD	CHERBOURG DR									33,616			33,616
1	1	CUERRO COURT	WEST END	GRAYMONT LN									25,520			25,520
1	1	BELLE CHASSE DRIVE	BELLE CHASSE WY	LI FAIR DR									30,389			30,389
1	1	EL DORADO DRIVE	ATLAS	GALAXY									14,373			14,373
1	1	AVONDALE ROAD	NORTH END	LANETT DR									42,885			42,885
1	1	PEPPERTREE TERRACE	NORTH END	PEPPER TREE LN									79,435			79,435
1	1	CHICAGO AVENUE	TUSCAN AVE	MICHIGAN									30,604			30,604
1	1	NOKOMIS STREET	MINNETONKA ST	MUSCODA ST									54,462			54,462
1	1	PLUMIERA PLACE	MAIKAI DR	KAINUA DR									96,448			96,448
1	1	VENTURA LANE	PVMT CHANGE	LANETT DR									98,971			98,971
1	1	LAS BRISAS DRIVE	SOUTH END	BENT OAK RD									35,317			35,317
1	1	MARSEILLE DRIVE	MONTCLAIR RD	MICHIGAN									66,308			66,308
1	1	DURHAM DRIVE	AVONDALE RD	WICKFORD LN									65,394			65,394
2	2	FLANNAN ROAD	BRYANT RD	KALASH RD									36,569			36,569
2	2	63RD AVENUE (NORTH)	S/ JACKSON ST	ROAD WIDENS									65,511			65,511
2	2	IONA STREET	WILSON AVE	DEXTER AVE									17,307			17,307
2	2	LYNCH STREET	SOUTH END	JACKSON ST									33,264			33,264
2	2	CONRAD COURT	NORTH END	CONRAD ST									8,213			8,213
2	2	GARCON BOULEVARD	INNERARITY RD	CANAL DR									36,300			36,300
2	2	STRICKLAND PLACE	CUL DE SAC	N 59TH AVE									3,579			3,579
2	2	LOOP ROAD (SOUTH)	GULF BEACH HWY	N LOOP RD									261,140			261,140
2	2	3RD STREET	S/ WINTHROP AVE	*380'S/BARANCAS									32,159			32,159
2	2	CATALINA CIRCLE	EAST END	TEAKWOOD CR									35,141			35,141
2	2	60TH AVENUE (NORTH)	SOUTH END	JACKSON ST									28,923			28,923
2	2	58TH AVENUE (NORTH)	MARGARETTA BLVD	LILLIAN HWY									11,440			11,440
2	2	EDWARD STREET	MARY ST	RICHARD ST									17,209			17,209
2	2	CRUZAT WAY	SOUTH END	GORHAM ST									122,222			122,222
2	2	BRUCE STREET	NORTH END	FAIRFIELD DR									61,013			61,013
2	2	WARD BOULEVARD	CERVANTES ST	ROSS AVE									42,504			42,504
2	2	ARROWHEAD ROAD	NORTH END	GULF BEACH HWY									112,444			112,444
2	2	DESMONDE DRIVE	EAST END	AMAZON DR									32,853			32,853

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
2	2	BIRCH AVENUE	N 49TH AVE	N 48TH AVE									29,148			29,148
3	3	RANGER DRIVE	DETROIT BLVD	ELLIOTT ST									77,616			77,616
3	3	MELANIE DRIVE	ANITA AVE	PINESTEAD RD									120,731			120,731
3	3	CAMDEN ROAD	CHEMSTRAND RD	BELLINGTON RD									39,043			39,043
3	3	HOLLINGSWORTH AVENUE	SOUTH END	SHARMON ST									27,480			27,480
3	3	DEASON STREET	NORTH END	MICHIGAN AVE									42,729			42,729
3	3	BURGESS ROAD (WEST)	WEST END	MAXIUM ST									23,931			23,931
3	3	BAYLISS COURT	HANSEN BLVD	ARMENIA DR									65,658			65,658
3	3	PACIFIC STREET	EAST END	PALAFOX ST									47,432			47,432
3	3	BEELER STREET	MILSTEAD ST	PINESTEAD RD									20,944			20,944
3	3	CROSS STREET	W ST	Z ST E/									34,027			34,027
3	3	MICHIGAN AVENUE	E/ RR CROSSING	PIPELINE RD									62,011			62,011
3	3	LUCERNE AVENUE	CLIFTON AVE	BURLINGTON AVE									92,820			92,820
3	3	STRONG STREET	E/ CITY LIMITS	MOBILE HWY									71,524			71,524
3	3	LYDIA AVENUE	VIVIAN DR	MELANIE DR									26,996			26,996
3	3	MATCH STREET	SOUTH END	ENSLEY ST									28,864			28,864
3	3	EL ESTRECHO DRIVE	SOUTH END	OLIVE RD									44,469			44,469
3	3	ROSALYN WAY	HANSEN BLVD	ARMENIA DR									65,804			65,804
3	3	CORA LANE	NW END	COBB LN									66,416			66,416
3	3	HATTON STREET	Z ST	W ST									33,088			33,088
4	4	LOVEJOY STREET	MONROE ST	COPTER RD									61,468			61,468
4	4	ST CEDD AVENUE	ST TIMOTHY AVE	ST ALBAN RD									86,533			86,533
4	4	GEEKER STREET	HENDRIX AVENUE	STARK AVENUE									77,225			77,225
5	5	7TH AVE	OLD CHEMSTRAND	SOUTH END									21,824			21,824
5	5	RIGBY ROAD	STILL RD	E/ BRIDGE									251,639			251,639
5	5	SPRINGMIER PLACE	FLEMING DR	WEST END									53,514			53,514
5	5	RUFUS STREET	ORBY ST	RONDA ST									30,458			30,458
3	3	SAGEBRUSH TRAIL	FOWLER AVE	SOUTHWEST END									57,123			57,123
5	5	CROCKETT ROAD	CRICKET RDG RD	S'LY S/D LIMITS									8,717			8,717
5	5	HARVEST HILL DRIVE	US 29 / SR 95	US 29 / SR 95									48,369			48,369
5	5	MEADOWS ROAD	RR CROSSING	W/ NOKOMIS RD									377,217			377,217
5	5	TELERAN DRIVE	JOEL ST	CHEMSTRAND RD									135,373			135,373
5	5	TIMBER RIDGE ROAD	TIMBER RIDGE DR	CHEMSTRAND RD									91,456			91,456
5	5	ASHFORD ROAD	KINGS RD	E'LY 125'									14,403			14,403
5	5	CAMERO LANE	ST REGIS CUTOFF	SOUTH END									35,605			35,605
5	5	CR 4	12474'W/CR 99	ATMORE HWY									268,344			268,344
5	5	WILLIAMS DITCH ROAD	400'W/WISHBONE	WLMS DITCH LN									68,473			68,473
5	5	AMY STREET	HERSCHELL ST	LAURA ST									31,930			31,930
5	5	BECKS LAKE ROAD	RR CROSSING	PVMT CHANGE									51,108			51,108
3	3	CRYSTAL WELLS PLACE	OLIVE RD	NORTH END									68,150			68,150
5	5	CR 97/BARRINEAU PK RO	ANNIEBELL DR	RIVER ANNEX RD									319,934			319,934
1	1	GLYNQUIST AVENUE	PARDA BLVD	PARDA BLVD										57,327		57,327
1	1	TUPELO AVENUE	LOUISVILLE AVE	MONTGOMERY AVE										15,576		15,576
1	1	TUCSON AVENUE	LOUISVILLE AVE	MONTGOMERY AVE										18,768		18,768
1	1	WINDSTONE DRIVE	W'LY CUL-DE-SAC	GREENWELL ST										130,827		130,827
1	1	KATYDID COURT	DOWNING DR	MARCUS PT BLVD										23,173		23,173
1	1	BELAIR ROAD	* 1155' WEST	DEAUVILLE WAY										62,113		62,113
1	1	SLASH PINE ROAD	NORTH END	BLUE ANGEL PKWY										54,868		54,868
1	1	HILLCREST AVENUE	COMMUNITY DR	PINE FOREST RD										127,551		127,551
1	1	DOVER AVENUE	HOUSTON AVE	DEERWOOD RD										68,640		68,640
1	1	DALLAS AVENUE	MICHIGAN AVE	BOULDER AVE										30,604		30,604
1	1	TUPELO AVENUE	DALLAS AVE	NASHVILLE AVE										15,664		15,664

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1	1	STRATFORD ROAD	PINE FOREST RD	CHELLIE RD										79,347		79,347
1	1	ATLAS STREET	S/ FAIRFIELD DR	*N/EL DORADO DR										39,013		39,013
1	1	ROWE LANE	TOMLINSON RD	CHARBAR DR										28,233		28,233
1	1	PEPPERTREE LANE	NW S/D LIMITS	US 98										63,947		63,947
1	1	RAINBOW AVENUE	BLUE SPRINGS DR	LAGOON DR										15,273		15,273
1	1	LITTLE CREEK LANE	S'LY S/D LIMITS	LILLIAN HWY										86,533		86,533
1	1	MARSEILLE DRIVE	SOUTH END	MONTCLAIR RD										49,925		49,925
1	1	BELLEAU WOOD COURT	W'LY CUL DE SAC	CARRIER DR										15,204		15,204
1	1	BRIDLEWOOD ROAD	FRANK REEDER RD	BRIDLEWOOD DR										59,180		59,180
2	2	TALLADEGA TRAIL	CHEROKEE TR	TONAWANDA DR										59,498		59,498
2	2	IONA STREET	WISTERIA AVE	POPPY AVE										17,356		17,356
2	2	59TH AVENUE (NORTH)	ANNETTE ST	MARGARETTA BLVD										51,656		51,656
2	2	BRENDA AVENUE	61ST AVE	TONAWANDA DR										120,413		120,413
2	2	GARY AVENUE	AVERY ST	MORENO ST										27,378		27,378
2	2	63ND AVENUE (NORTH)	S/ ROAD WIDENS	LILLIAN HWY										96,898		96,898
2	2	VEDEE LANE	MONTCLAIR RD E	ROCHELLE DR										37,644		37,644
2	2	58TH AVENUE (NORTH)	KENDALL AVE	AURORA AVE S/										14,144		14,144
2	2	ELECTRA LANE	COBIA LANE	CHALLENGER WAY										47,227		47,227
2	2	WILL SHIVER LANE	FAIRFIELD	NORTH END										52,976		52,976
2	2	BECKSTROM ROAD	AVON RD	CAMBRIA DR										27,911		27,911
2	2	ALEXANDRIA DRIVE	EDISON DR	N/W WEBSTER DR										91,989		91,989
2	2	V STREET	S/ CITY LIMITS	BLOUNT ST										82,280		82,280
2	2	MASSACHUSETTS AVENUE	8183'E/MOBILE H	811'E/MOBILE HW										432,491		432,491
3	3	ARCADIA ROAD	CAMDEN RD	BELAND RD										45,418		45,418
3	3	WEBB LANE	MOBILE HWY	DOGWOOD DR										48,351		48,351
3	3	MORENO STREET	GREEN ST	EAST END										83,502		83,502
3	3	LEE STREET	525'E/J ST	J ST										25,667		25,667
3	3	CROSS STREET	D ST	I ST E/										92,444		92,444
3	3	WEAVER STREET	NORTH END	HOPE DR										33,880		33,880
3	3	KOKOMO ROAD	BELAND RD	BELLINGTON RD										21,164		21,164
3	3	HERRINGTON DRIVE	CUL-DE-SAC	CHANNING										34,907		34,907
3	3	LOIRE WAY	MONTCLAIR RD E	VERSAILLES DR										25,544		25,544
3	3	COBB LANE	NORTH END	CAPITOL BLVD										77,440		77,440
3	3	AARON DRIVE	CHANNING PL	LANCER DR										19,243		19,243
3	3	HOYT STREET	OAKFIELD RD	FORSHALEE RD										18,304		18,304
3	3	VIVIAN DRIVE	TINA AVE	ANITA AVE										61,468		61,468
3	3	DEVANE STREET	US 29 / SR 95	CR 95-A										79,200		79,200
3	3	STRONG STREET	E/ N ST	CITY LIMITS										61,404		61,404
3	3	RALEIGH CIRCLE	DETROIT BLVD	DETROIT BLVD										126,632		126,632
3	3	HERMAN AVENUE	PACE BLVD	S ST										86,338		86,338
4	4	DOGWOOD TERRACE	CUL DE SAC	CREIGHTON RD										37,840		37,840
4	4	BRISKEY COURT	WEST END	DUVAL ST										23,447		23,447
4	4	FONTAINE STREET	E/ CITY LIMITS	DAVIS HWY										50,844		50,844
4	4	RAINES STREET	HENDRIX AVE	STARK AVE										76,364		76,364
4	4	PHENIX PLACE	NORTH END	ATWOOD DR										15,312		15,312
4	4	DEWRELL SQUARE	NORTH END	JOHN CARROLL DR										17,478		17,478
4	4	LANIER DRIVE	NORTH END	FAIRCHILD ST										27,534		27,534
4	4	HENCYE DRIVE	9 MILE RD	SANDPIPER ST										35,552		35,552
4	4	CASCADE DRIVE	DAVIS HWY	LEON ST										32,971		32,971
4	4	FRAZIER STREET	EAST END	GRAVES RD										24,092		24,092
4	4	CHARTER OAKS COURT	NE CUL-DE-SAC	CHARTER OAKS DR										16,485		16,485
5	5	SANTA ROSA ROAD	N PLAZA RD	WELL LINE RD										193,541		193,541

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5	5	BENJULYN ROAD	NORTHEAST END	OLD NOVAK RD										155,320		155,320
5	5	LAMBERT BRIDGE ROAD	E/ WALKER RD	END BRIDGE										131,780		131,780
5	5	RAYMAR STREET	NORTH END	9-1/2 MILE RD										34,848		34,848
5	5	OAKFIELD ROAD (EAST)	N/ BURGESS RD	RR CROSSING										103,899		103,899
5	5	CHALET PLACE	CHALET PL	JOHNSON AVE										20,533		20,533
3	3	ROSALYN WAY	PALAFOX PKWY	HANSEN BLVD										10,756		10,756
5	5	CHILDERS STREET	520'E/LOU ST	CHEMSTRAND RD										192,955		192,955
5	5	JUDY AVENUE	NORTH END	OLD CHEMSTRAND										22,147		22,147
5	5	CEDARTOWN RD	CR 95A	5315' EAST										233,860		233,860
5	5	BRENTCO ROAD	PVMT CHANGE	ZIGLAR RD										75,328		75,328
5	5	RANSOM STREET	WASHINGTON ST	BOOKER ST										17,258		17,258
5	5	CR 184/QUINTETTE ROAD	W/ RR CROSSING	ROCKY BRANCH RD										519,376		519,376
5	5	PINE BARREN ROAD	BOGIA RD	S/ PVMT END										271,223		271,223
1	1	MONTEGO DRIVE	NORTH END	CONTINENTAL DR											66,997	66,997
1	1	YOSHIDA STREET	MOBILE HWY	TANGEN ST											39,248	39,248
1	1	LOCKHART STREET	MUSCODA ST	MOBILE HWY											75,739	75,739
1	1	DALLAS AVENUE	BELLVIEW AVE	SEATTLE AVE											59,156	59,156
1	1	MEADSON ROAD	BAUER RD	MEADSON CIR											153,355	153,355
1	1	BRISTOL AVENUE	MEDFORD AVE	MICHIGAN AVE											47,862	47,862
1	1	BERLING ROAD	SOUTH END	SAUFLEY FLD RD											55,768	55,768
2	2	REVERE DRIVE	ALEXANDRIA DR	EDISON DR											63,184	63,184
2	2	ESSEX ROAD	FOREST PARK DR	CLAIRMONT DR											41,800	41,800
2	2	COBIA STREET	SEAGLADES DR	GULF BEACH HWY											14,789	14,789
2	2	HARVEY STREET	77TH AVE	72ND AVE											67,007	67,007
2	2	KIRK STREET	MOBILE HWY	AVERY ST											155,310	155,310
2	2	47TH AVENUE (NORTH)	YORKSHIRE AVE	JACKSON ST											71,231	71,231
2	2	65TH AVENUE (SOUTH)	MYRTLE HILLS CR	PENTON											23,985	23,985
2	2	GREEN STREET	MOBILE HWY	JACKSON ST											72,453	72,453
2	2	ELIASBERG STREET	BAINBRIDGE AVE	WINTON AVE											105,307	105,307
2	2	HOLMES DRIVE	CHANGE IN WIDTH	WINTHROP AVE											33,684	33,684
2	2	RUNYAN STREET	GULF BEACH HWY	WINTHROP AVE											21,804	21,804
2	2	LINDA STREET	N 57TH AVE	DELUNA DR											62,773	62,773
2	2	LAKEWOOD ROAD	WEIS LN	* @ ALBA PLENA											75,191	75,191
2	2	SEAGLADES DRIVE	E/ FLAMINGO ST	*2322'SE/G B HY											13,772	13,772
2	2	MADISON DRIVE (NORTH)	ALEXANDRIA DR	CURTIS DR											80,764	80,764
2	2	GAFFNEY STREET	LEGAIR CR	WIGGINS AVE											25,960	25,960
2	2	GRAUPERA STREET	MILLS AVE	PAULDING AVE											51,480	51,480
2	2	UTAH COURT	NORTH END	NEW YORK DR											7,040	7,040
2	2	HALE STREET	NORTH END	WABASH AVE											28,160	28,160
2	2	DIXON LANE	ODESS LN	BARRANCAS											22,220	22,220
2	2	CHANDELLE DRIVE	W'LY S/D LIMITS	E'LY S/D LIMITS											76,384	76,384
2	2	ALVIN DRIVE	N'LY END	GULF BEACH HWY											38,192	38,192
3	3	SCOTT STREET	WEST END	PALAFOX ST											50,796	50,796
3	3	ST MARY AVENUE	S ST	PACE BLVD											80,725	80,725
3	3	VAN PELT LANE	US 29 / SR 95	W STREET											126,133	126,133
3	3	HANSEN BOULEVARD	BEVERLY PKWY	MICHIGAN AVE											33,831	33,831
3	3	DODGE ROAD	HANCOCK LN	DUCHESS RD											57,904	57,904
3	3	KELVIN TERRACE	NORTH END	BORDEAUX ST											95,979	95,979
3	3	JORDAN STREET	W ST	T ST											55,264	55,264
3	3	LARUA STREET	GRANDVIEW ST	W ST											88,264	88,264
3	3	L STREET	CITY LIMITS	JORDAN ST											70,576	70,576
3	3	MOSS LANE	VAN PELT LN	BEGIN C & G											66,645	66,645

Public Works/Resurfacing LOST Projects

District	C/D	Project	From	To	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
3	3	OAKFIELD ROAD (WEST)	CR 95-A	US 29 / SR 95											131,902	131,902
4	4	ELY ROAD	COPTER RD	JOHNSON AVE											315,573	315,573
4	4	COPTER ROAD	891' EAST	PAUL STARR RD											65,340	65,340
4	4	BULEVAR MENOR	CR 399/VIA DE LUNA	CR 399/VIA DE LUNA											52,037	52,037
4	4	KIRSTEN DRIVE	NW CUL-DE-SAC	LANGLEY AVE											38,309	38,309
4	4	BETA LANE	SOUTH END	FAIRCHILD ST											26,869	26,869
4	4	OLD SPANISH TRAIL ROAD	TRADEWINDS DR	OLIVE RD											137,163	137,163
4	4	NORTHPOINTE COURT	E'LY CUL-DE-SAC	NORTHPOINTE BLV											25,227	25,227
4	4	PAUL STARR DRIVE	PVMT CHANGE	COPTER DR											86,240	86,240
4	4	CORTO DRIVE	RIO VISTA DRIVE	RIO VISTA DRIVE											38,573	38,573
4	4	ROSEMONT COURT	W'LY CUL-DE-SAC	ROSEMONT DR											8,741	8,741
4	4	PENNY AVENUE	N/CITY LIMITS	HELEN ST											5,432	5,432
4	4	LEESBURY DRIVE	WEST END	9TH AVE (NORTH)											37,840	37,840
4	4	WHISPER DRIVE	BAYWOODS LN	WHISPER WAY											89,760	89,760
4	4	TIPPIN AVENUE	CITY LIMITS	OLIVE RD											120,804	120,804
4	4	EMILY STREET	EAST END	TIPPIN AVE											48,459	48,459
5	5	MORGAN ROAD	BEGIN BRIDGE	CR 99A											340,208	340,208
5	5	HORSEMEN'S PATH	DEER RIDGE ROAD	SOUTHERN OAKS											48,693	48,693
5	5	JENNINGS STREET	WYMAN LN	OLD CHEMSTRAND											38,108	38,108
5	5	PINE FOREST ROAD	ATMORE HWY	3928' SOUTH											191,794	191,794
5	5	RAYMAR STREET	9-1/2 MILE RD	NORTH END											90,550	90,550
5	5	SHADOW CREEK DRIVE	SHADOW RIDGE DR	CROOKED OAK DR											69,894	69,894
5	5	STILL ROAD	CR 4	RIGBY ROAD											146,381	146,381
5	5	TIMBER RIDGE DRIVE	CHEMSTRAND RD	WEST END											116,451	116,451
5	5	WHIPPOORWILL DRIVE	EAGLE DR	EAST END											73,837	73,837
5	5	SPRING CREEK CIRCLE	E'LY CUL-DE-SAC	SHADOW CREEK DR											18,891	18,891
5	5	PINE FOREST ROAD	3928' SOUTH	ATMORE HWY											192,036	192,036
5	5	JENNINGS STREET	OLD CHEMSTRAND	WYMAN LN											39,111	39,111
3	3	ALEXIA AVENUE	BROAD ST	DUNKIRK ST											16,427	16,427
5	5	BECKS LAKE ROAD	PVMT CHANGE	RR CROSSING											51,333	51,333
5	5	CR 97/BARRINEAU PK RO/	CHURCHHOUSE BR	COWDEVIL CREEK											364,760	364,760
Total					\$5,332,597	\$5,338,562	\$5,372,091	\$5,044,026	\$5,716,491	\$5,279,679	\$5,384,864	\$5,284,185	\$5,213,089	\$5,483,277	\$5,403,475	\$58,852,337

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
9		SoE	Voting Tabulation System	Update/Replacement				133,227								133,227
3		Detention	Jail Construction Phase II	Replacement of the Main Jail beds.												73,000,000
9			OLFx Phase II	Completion of the construction of OLFx												??
9		Public Works/Transportation	Beulah Expressway South	New limited access expressway (Nine Mile Road to US 29)												12,500,000
		Public Works/Transportation	Blue Angel Pkwy	Sorrento Road to US 98 4 laning												15,000,000
2		Public Works/Transportation	Patton Drive Realignment	GB Hwy to Patton Dr.												6,900,000
5		Public Works/Transportation	Ten Mile Road	Road Widening and Drainage improvements												4,200,000
5		Public Works/Transportation	Muscogee Road	Hwy 29 to Countyline												8,050,000
3		Public Works/Transportation	Gregory Street Ramp Closure	Closure of the I-110 Gregory Street Ramp. FDOT will not fund.												250,000
4		Public Works/Transportation	Olive Road West Phase I Sidewalk	Cody Land to existing sidewalk												860,000
3		Public Works/Transportation	Olive Road West Phase II Sidewalk	Cody Land to CR95A												1,100,000
3		Public Works/Transportation	Chemstrand Road Sidewalk (South)	Johnson to Nine Mile Rd												720,000
5		Public Works/Transportation	Chemstrand Road Sidewalk (Central)	Nine Mile Rd to Ten Mile Rd.												1,500,000
1		Public Works/Transportation	Muldoon Rd. Sidewalk	Cerny Rd to Saufley Field Rd.												660,000
1		Public Works/Transportation	Muldoon Rd. Sidewalk	Saufley Rd. to Bellview												420,000
2		Public Works/Transportation	61st Ave. Sidewalk	Tonawanda Dr. to Fairfield Dr.												400,000
5		Public Works/Transportation	Chemstrand Rd. North Sidewalk	Ten Mile Rd to Kingsfield Rd.												1,500,000
5		Public Works/Transportation	Hwy. 29 (Pensacola Blvd) Sidewalk	Existing sidewalk to Nine Mile Rd.												3,800,000
5		Public Works/Transportation	W Roberts Road Sidewalk	Pine Forest Rd to Tate Rd.												1,400,000
5		Public Works/Transportation	Kingsfield Rd. Sidewalk	297A to Tate Rd.												2,200,000
2		Public Works/Transportation	Blue Angel Sidewalks	Sorrento Road to back gate of NAS.												1,600,000
9		Public Works/Transportation	Jackson Street Sidewalk	Fairfield to New Warrington Rd.												2,620,000
1		Public Works/Transportation	Patricia Dr. Sidewalk	Santa Barbara to Fairfield												900,000
2		Public Works/Transportation	Tonawanda Dr. Sidewalk	Mobile Hwy. to 61st Ave.												622,500
3		Public Works/Transportation	W St. Sidewalk	Airport Blvd. to Hwy 29												480,000
4		Public Works/Transportation	Johnson Ave. Sidewalk	Davis Hwy. to Olive Road												2,400,000
5		Public Works/Transportation	Kingsfield Rd. Sidewalk	Old Palafox to Chemstrand												1,350,000
2		Public Works/Transportation	Old Corry Field Road Sidewalk	Jackson St. to Lillian Hwy.												818,400
3		Public Works/Transportation	Jordan St. Sidewalk	Pace Blvd o W. St.												437,500
5		Public Works/Transportation	Stefani Rd. Sidewalk	Nine Mile Rd to W. Roberts Rd.												1,500,000
2		Public Works/Transportation	Bauer Road Sidewalk	10' Shared Path - Lillian Hwy.												3,000,000
5		Public Works/Transportation	Pine Forest Road Sidewalk	Nine Mile Rd. to W. Roberts Road												1,500,000

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
		Public Works/Transportation	9th Avenue/Langley/Tippin	Major Intersection improvements. Estimated \$6m in ROW and \$20m CST/CEI												26,000,000
		NHS/CRA	Sewer Expansion	Sewer Expansion in CRA areas												5,200,000
2		NHS/CRA	W. Navy Blvd. Construction													10,000,000
		Public Works/Transportation	Traffic Congestion Plan													10,000,000
4																
2		Natural Resources	Perdido Key Public Access	East of PK State Park - Matching Funds	1,000,000		1,000,000		1,000,000							3,000,000
2		Natural Resources	Perdido Key Public Access	Parking/Bathrooms/Showers/ADA Access		200,000	200,000	200,000	200,000	200,000	200,000					1,200,000
4		Natural Resources	Beach Nourishment	Pensacola Beach - Matching Funds	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	5,500,000
9		Natural Resources	Vehicle Replacement	Code Enforcement, Mosquito Control	50,000		50,000		50,000		50,000		50,000		50,000	300,000
		Natural Resources	Beach Enhancement	Place Sand from Pensacola Pass on Johnson Beach - Matching Funds	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,100,000
			Reef Monitoring	Boat Engine Replacement - Marine Resources												
		Natural Resources					50,000									50,000
		FloridaWest	FloridaWest	FloridaWest Operational Funding	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	6,050,000
		Public Works/Drainage	BASIN STUDY: Carpenters Creek Upper Olive Area Sub-Basin Study (Start w/LOST3 Drainage Basin Study Fund initiative)	Master Drainage Plan Study specific to the Olive Road Area, the primary upper basin draining through the City, with drainage concept focus on Olive Road Sidewalks. Depending upon funding, the Study expansion may extend to other areas in the portion of basin within City Limits, to implement the FDEP approved Bacteria Pollution Control Plan (BCA).												
3 & 4																400,000
		Public Works/Drainage	Youpon/Pebble Creek/Deerfield	Reduce area flooding by enlarging existing ponds and increasing area culvert capacities.												
1																663,785
		Public Works/Drainage	Stagecoach/Wilshire/Mobile Highway	Increase capacity of drainage structure at Mobile Highway and improve downstream channel to prevent roadway overtopping and residential flooding.												
1																70,699
		Public Works/Drainage	Lake Charlene/Querido Heights-Warrington Basin Branch B	Reconstruct Lake Charlene overflow structure and outfall ditch. Reconstruction of the 69th Avenue drainage system to reduce discharges to Lake Charlene, increase the capacity of the 61st Avenue drainage system, and increase the capacity of the 61st Ave, Kittyhawk Drive, Lake Charlene Lane, and Myrtle Hill Circle drainage system. Solutions presented in the Master Drainage Plan can be replaced by Lake Charlene Phase 2 (Bridletrail outfall)												
1																6,765,919
		Public Works/Drainage	Avondale Estates - Bayou Marcus Branch E	Roadway/drainage improvements for Cerny Road area and area North of Cerny to provide possible pond outfall solutions for Saufley Field Muldoon Area Ponds. Concept plans requires further study for alternate pond outfall alternative considering Velma Pond expansion.												
1																3,300,000

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1		Public Works/Drainage	Lanette Drive	Drainage improvements of another portion of Avondale; Construct new stormwater system for the area around Lanett Drive to reduce flooding in the area.												1,000,000
1		Public Works/Drainage	Pine Forest/Klondike Road	Construct two new retention/detention ponds and increase capacity of driveway culverts along Klondike Rd to reduce peak flows downstream, and reduce scour.												2,116,233
1		Public Works/Drainage	Lake Francis outfall at Pine Forest Road (Tributary 10-A of Eight Mile Creek Basin Study_)	Tributary 10-A of Eight Mile Creek Basin Study: Increase the capacity of the culvert under Pine Forest Road at Lake Francis to decrease roadway flooding and accommodate the improved secondary sewer system.												58,307
1		Public Works/Drainage	Bronson Airfield design 3 (entire)	Construct a pond over the entire Bronson Airfield property.												27,631,968
1		Public Works/Drainage	Tributary 16-A of Eight Mile Creek begins at Belgium Rd south of Holly Hill Rd and enters the main channel north of Pine Forest Rd	Increase the capacity of the structures at Belgium Road and Lillie Lane to minimize roadway flooding.												50,273
1		Public Works/Drainage	Bridlewood Rd (at Mobile Hwy)	Construct two stormwater ponds, remove the culvert under Bridlewood and construct a new culvert under Nine Mile Road to prevent yard and road flooding.												929,651
1		Public Works/Drainage	Magaha Area/Nine Mile Road	Improve channel and increase capacity of the upstream structure along Nine Mile Road to prevent roadway overtopping and yard flooding.												1,240,677
1		Public Works/Drainage	Godwin Lane - Bayou Marcus/Millview Study Branch F	Construct new stormwater system for the area around Godwin Lane including two stormwater ponds. Drainage Problem at 3035 Godwin Lane												5,320,591
1		Public Works/Drainage	Pensacola Heights- Branch F	Modify the existing collection system serving Pensacola Heights and construct a new detention pond. Area of Dallas, Nashville, Chicago, Montgomery, Louisville, and Denver Ave												4,352,877
1		Public Works/Drainage	South Bronson Airfield Ditch Block	Construct ditch blocks in the ditch south of Bronson Airfield. (Treatment only)												142,730
1		Public Works/Drainage	Bayou Grande Basin Study BB9- Carrier Dr Channel Improvements	Clear and regrade channel downstream of the culvert on Carrier Dr. to alleviate road flooding.												8,427
1		Public Works/Drainage	Frank Reeder Rd culvert and swales	Construct drainage swale adjacent to roadway and culvert under Frank Reeder Road.												100,168
1		Public Works/Drainage	Shelby Lane	Construct a ditch along the road and a culvert under Shelby Lane.												95,670
1		Public Works/Drainage	Bronson Airfield design 2 (Eastern Side)	Construct a pond on the eastern side of the Bronson Airfield property.												9,767,981
1		Public Works/Drainage	Isaacs Rd	Construct a ditch along Isaacs Road and a new culvert under Beulah Road.												114,800
1		Public Works/Drainage	Royal Pines - Bayou Marcus/Millview Study Branch B	Construct new stormwater system for the Royal Pines subdivision to reduce flooding in the area.												2,908,721
1		Public Works/Drainage	Main channel crossing at Mobile Hwy	Raise the elevation of the Mobile Highway Bridge 2.5 feet to prevent over-topping.												2,539,818
1		Public Works/Drainage	Ridgewood Park - Bayou Marcus/Millview Study Branch B	Construct new stormwater system for the Ridgewood Park subdivision to reduce flooding in the area.												2,524,334

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
1		Public Works/Drainage	Deerwood Drive - Bayou Marcus/Millview Study Branch F	Increase the capacity of the Deerwood Drive stormwater system and outfall pipe.												1,971,838
1		Public Works/Drainage	Serenity Circle (pond)	Construction of stormwater pond adjacent to Serenity Circle.												113,945
1		Public Works/Drainage	Frank Reeder Rd ditch	Construct a ditch along Frank Reeder Road.												68,655
1		Public Works/Drainage	Hurst Hammock	Construct an additional culvert under Hurst Hammock and install flap valves on the downstream side of the culverts to prevent the propagation of seawater from tidal action.												6,190,233
1		Public Works/Drainage	Sal Tillo - Bayou Marcus/Millview Study Branch C	Improve the stormwater collection system serving the area around Sal Tillo Street.												188,060
1		Public Works/Drainage	Imperial Drive - Bayou Marcus/Millview Study Branch B	Construct new stormwater system for the area around Imperial Drive to reduce flooding in the area.												526,033
1		Public Works/Drainage	Saint James Place-Warrington Basin Study Branch C	Construct a new stormwater system for the St James Place/Dowdy Drive area.												902,785
1		Public Works/Drainage	Aileron Ave - Bridge Creek/Heron Bayou Basin Branch B	Install a new storm sewer system along Aileron Avenue and increase the capacity of the existing culvert under Dog Track Road to reduce roadway flooding.												189,379
1		Public Works/Drainage	Tatnall Street - Bridge Creek/Heron Bayou Basin Branch D	Extend the existing ditch northward into the bayou to reduce flooding.												163,750
1		Public Works/Drainage	Pearson Rd- Bayou Marcus/Millview Basin Branch C	Construct new stormwater system for the area around Pearson Road to reduce flooding in the area.												1,364,488
1		Public Works/Drainage	Ailanthus Drive and Bauer Drive (culverts)	Upgrade culvert near intersection of Ailanthus Drive and Bauer Drive.												301,051
1		Public Works/Drainage	Bronson Airfield design 1 (northeast corner)	Construct a pond in the northeast corner of the Bronson Airfield property.												1,017,098
1		Public Works/Drainage	Bellview and East Fence/Saufley Road	Provide conveyance system to Saufley Field C&D Pond from Bellview												1,500,000
1		Public Works/Drainage	61st Ave - Bayou Marcus/Millview Basin Branch D	Increase the capacity of the 61st Avenue stormwater system to reduce flooding in the area.												374,139
2		Public Works/Drainage	Treasure Hills Drainage	Install drainage upgrades, stormwater pond w/pond site purchase, and drainage rehabilitation in area of Avon, Medina, and Gulf Beach Hwy												760,000
2		Public Works/Drainage	Elsa Area Drainage	Drainage project to address flooding in the area of Elsa Avenue South of Lillian from 48th Avenue over to Feldor Avenue including 49th, 50th, 52nd, State Street, Kinear Avenue, and Martha Ave												2,600,000
2		Public Works/Drainage	Gulf Beach Manor	Install drainage upgrades from Gulf Beach Hwy through Grainger Ave, Gerald Rd, Weller Ave, and Aileen Dr to address yard, street, and home flooding during severe storm events												200,000
2		Public Works/Drainage	Jamison Street Branch F - Warrington Basin Study (connect to Lexington Terrace Ponds)	Construct new stormwater system along Jamison Street and Rue Max Street, with concept revision to direct discharge Lexington Terrace pond to improve WQ for Bayou Chico, and reduce discharges to the Barrancas Avenue System.												2,000,000

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
2		Public Works/Drainage	Beach Haven Area Drainage and Sewer Northwest	Roadway/drainage and sewer improvements (NW of Fairfield to Gulf Beach Highway)												6,000,000
2		Public Works/Drainage	Emory Drive- Warrington Basin Study Branch K	Construct a new stormwater system along Emory Drive, Stanford Road, Stetson Road, and Vanderbilt Road with a new stormwater pond at the eastern end of Tulip Drive.												637,509
2		Public Works/Drainage	Bayou Grande Basin Study P1- Bainbridge Culvert (also Part of Beach Haven South)	Replace existing culvert on Bainbridge with a larger pipe to prevent road overtopping.												44,945
2		Public Works/Drainage	Manchester Street and Druid Drive Drainage	Drainage improvements to address yard, street, and school (Warrington Elementary) flooding												300,000
2		Public Works/Drainage	Bayou Grande Basin Study P7- Bay Meadows Treatment Pond	Provide treatment pond for existing residential development north of Bay Meadows Dr. This will not affect downstream properties. Consider Soldier Creek stream restoration as part of this project.												212,361
2		Public Works/Drainage	Bayou Grande Basin Study S2- Athens Ave Culvert	Enlarge the existing culvert on Athens in order to prevent road flooding. This improvement will not negatively impact downstream properties or other improvements.												18,000
2		Public Works/Drainage	Bayou Grande Basin Study S1- Americus Ave Culvert	Enlarge the existing culvert on Americus in order to prevent road flooding. This improvement may impact other improvements.												12,000
2		Public Works/Drainage	Reef Road (Coral Creek Subdivision)	Installation of 3 curb inlets and ~400 LF piping to address ponding water at the Reef -Coral Street intersection and to address home flooding in severe storm events.												100,000
2		Public Works/Drainage	Bayou Grande Basin Study E1 - Gulf Beach Hwy Outfall Improvement	Increase the culvert size along Gulf Beach Hwy culvert between Brigadier and Richmond. The downstream channel to Winthrop St will be regraded and shaped to provide positive flow to the Winthrop culvert. This improvement will not affect downstream properties.												73,035
2		Public Works/Drainage	Edgewater Drive - Warrington Basin Study Branch F	Extend and increase the capacity of the stormwater system on Edgewater and Chaseville Streets. Construct an outfall ditch and discharge pipe into Bayou Chico.												1,572,096
2		Public Works/Drainage	Bayou Grande Basin Study CC1- Sidney Culvert	Enlarge existing culvert to prevent road flooding along Sidney Rd.												10,000
2		Public Works/Drainage	Bayou Grande Basin Study R1- Weller Dr. Culvert	Replace and increase the existing culvert along Weller Dr. to prevent road overtopping. This improvement will not negatively impact downstream properties.												55,000
2		Public Works/Drainage	Bayou Grande Basin Study P3- Fairfield Storm Sewer at Gulf Beach	Replace existing storm collection with a larger system to prevent road overtopping.												106,743
2		Public Works/Drainage	Bayou Grande Basin Study Y2- Kinard Drainage System	Increase and extend existing roadside ditch system along Kinard Ave. and Robertson Rd. to control road and yard flooding.												179,778

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
2		Public Works/Drainage	Bayou Grande Basin Study P2- Gulf Beach Storm Sewer at Fairfield	Replace existing storm collection with a larger system to prevent road overtopping.												78,653
2		Public Works/Drainage	Eaton Rd - Warrington Basin Study Branch K	Construct a new stormwater system along Eaton Road from Feldor to Adkinson Drive with a discharge to an existing county pond per Warrington Basin Study Branch K.												1,219,351
2		Public Works/Drainage	Coral Village Storm Drainage Replacement	Reduce flooding by replacing failing storm pipe within drainage easement. Road Department has repaired pipe in immediate area. However, pipe condition indicate future potential failures.												300,000
2		Public Works/Drainage	Coral Creek West -Bayou Grande Basin Study BB4- Windward Ct Outfall Improvements	Complete ditch system to the West of Grande Bahama to address yard flooding. Clean and grade ditch outfall in Coral Creek.												13,483
2		Public Works/Drainage	Roosevelt - Warrington Basin Study Branch K	Construct a new stormwater system along 61st, 59th, 60th, 63rd, and 65th streets with a new stormwater pond west of 61st street.												4,512,150
2		Public Works/Drainage	Beach Haven NW: Bayou Grande Basin Study P6- Athens St. Ditch Improvements	Improve and regrade existing ditch along Athens and Gulf Beach Hwy to decrease road flooding.												8,427
2		Public Works/Drainage	Bayou Grande Basin Study Y1- Robertson Channel Improvements	Increase and extend existing roadside ditch system along Robertson Rd to control road and yard flooding.												106,743
2		Public Works/Drainage	Bayou Grande Basin Study L1- Cousineau Rd. Outfall	Replace the outfall from Cousineau Rd. to Bayou Grade by an outfall ditch in order to prevent street flooding.												25,281
2		Public Works/Drainage	Bayou Grande Basin Study CC2- Sidney Culvert	Enlarge existing culvert to prevent road flooding along Sidney Rd.												16,854
2		Public Works/Drainage	Bayou Grande B1- New Storm Drainage System	Construct a new street collection system consisting of roadside swales and culverts along 1st and 2nd streets to reduce roadway flooding. Improvement is an independent project and will not affect downstream properties.												308,994
2		Public Works/Drainage	Bayou Grande Basin Study P5- Grundy Culvert	Enlarge the existing culvert on Grundy in order to prevent road flooding. This improvement may impact other improvements.												25,843
2		Public Works/Drainage	Indigo @ Landfall Subdivision & Gulf Beach Hwy	Drainage System Improvements to provide improved outfall system from Landfall subdivision to accommodate drainage from Gulf Beach Hwy flowing through private subdivision pond and drainage system.												300,000
2		Public Works/Drainage	Bayou Grande Basin Study E2- Brigadier St. Culvert	Increase the culvert size on Brigadier St. to prevent road flooding. This Improvement may have a negative impact on downstream roadway flooding.												33,708
2		Public Works/Drainage	Bayou Grande Basin Study P4- Bay Meadows Dr. Culvert	Replace the existing culvert on Bay Meadows Dr. with larger pipes to prevent road flooding.												56,181
2		Public Works/Drainage	Bayou Grande Basin Study BB8- Vonna Jo Discharge Structure	Provide stormwater pond on Vonna Jo Circle with a discharge structure to control the water level and time of detention.												14,045

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
2		Public Works/Drainage	49th Av - Warrington Basin Study Branch K	Construct a new stormwater system along 49 the Ave with a discharge to the existing county pond on Lillian Highway.												1,648,952
2		Public Works/Drainage	Davenport Drainage	Drainage System Improvements contributing to Davenport Bayou												200,000
3		Public Works/Drainage	Beverly Parkway Basin Branch C- Twelve Oaks Area	Construct a new collection system for the Twelve Oaks Area with a discharge to the FDOT system. Connection to the FDOT system will limit design to the 3 year event.												2,522,300
3		Public Works/Drainage	Beverly Parkway Basin Zone D- Brentwood	Expand the stormwater systems on Cary Memorial Drive and Armenia Drive to Carolyn Way, Jacquelyn Way, Virginia Way, Palm Court, Concordia Street, and Chimes Way and tie into the existing system on Hardy Place. Connection to the FDOT system will limit design to the 3 year event.												3,596,439
3		Public Works/Drainage	Catholic High Basin Zone A South - South of Avery Street	Construct new collection system to prevent street flooding. This improvement will not have negative impacts on downstream improvements.												1,440,260
3		Public Works/Drainage	Beverly Parkway Basin Branch E- west side of Hwy 29 on Mason Lane	Construct a new collection system along Hwy 29 and Mason Lane along with a new pond for the system to connect to.												1,077,800
3		Public Works/Drainage	Beverly Parkway Basin Branch I- Moss Lane tie in at Van Pelt Lane	Construct new stormwater system along Moss Lane.												237,810
3		Public Works/Drainage	Johnson Ave Drainage (East of Brieese Ln)	Remove/Replace faulty storm pipe from Pine Ridge Lane to Johnson Ave, Address pipe flow Crystal Wells pond, Address two 24" pipe feeding one 24" pipe down to outfall in Gulf Power Easement.												400,000
3		Public Works/Drainage	Olive Manor & Lincoln Park Drainage	Drainage System Improvements with a creek restoration/preservation												1,200,000
3		Public Works/Drainage	Beverly Parkway Basin Branch G- Andrew Ave and Coons Ave	Extend the stormwater collection system along Andrew Avenue and Coons Avenue.												1,319,873
3		Public Works/Drainage	Lakewood/Millwood Terrace- Warrington Basin Branch F	Construct new stormwater collection system in the Lakewood Road area with a stormwater pond at Lakewood Road and Addison Avenue with an outfall under Lakewood Drive to Bayou Chico.												4,510,975
3		Public Works/Drainage	West Highlands	Warrington Master Plan Branch I: Proposed new system located on Kirk Street and extend from West Avery Street to West Gonzalez Street and the surrounding area. This new system requires the acquisition and construction of a new retention/detention pond.												2,700,000
3		Public Works/Drainage	Breise Lane between Jeffry and Olive Road	Extend existing Johnson Ave drainage system to relieve roadway and yard flooding.												100,000

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
3		Public Works/Drainage	Catholic High Basin Zone A North - North end of the basin around Mission Street	Expand pond storage by expanding existing pond and constructing a new pond as well as expanding and increasing existing collection to prevent home and street flooding. This improvement will not have negative impacts on downstream properties.												3,330,650
3		Public Works/Drainage	Thompson Bayou Main Channel	Construct new stormwater pond at Airway Drive near the end of the Thompson Bayou main channel and increase the capacity of the existing culvert at Airway Drive.												2,009,815
3		Public Works/Drainage	Tributary 21-A of Eight Mile Creek (south of Site 6, through the pit at Bush Street and enters the main channel south of Detroit Blvd)	Increase the capacity of the pond south of Bush Street. Increase the capacity of the culvert at Bush Street to prevent roadway flooding. Expand the channel in this area to increase capacity and prevent out-of-bank flooding. Relocate and increase the capacity of the structure at Nine Mile Road to line up with the improved channel.												1,628,090
3		Public Works/Drainage	Hernandez Street pond site 3	Construct a new pond on Hernandez St. to reduce flood staging in surrounding and downstream. This improvement will not negatively impact downstream properties/impacts.												1,195,738
3		Public Works/Drainage	New 36 Inch Pipe Outlet Along Hernandez Street	Construct a new collection system and outfall connection to the existing system to decrease flood stages in the surrounding areas. This improvement could have impacts on all downstream properties.												2,232,400
3		Public Works/Drainage	Beverly Parkway Basin Branch B- North Portion- Lookout Drive	Construct a stormwater system along Lookout Drive West Michigan Avenue, and Rock Island Place with a discharge to the FDOT pit.												1,128,009
3		Public Works/Drainage	Main channel crossing at a private driveway located between Ashland Rd and Interstate 10	Raise the road height by constructing a bridge at the private driveway crossing of the main channel to prevent road overtopping and reduce flooding.												92,885
3		Public Works/Drainage	Catholic High Zone C Drainage	Re-evaluate previous basin study solution (a new discharge trunk line with storm sewer extensions, treatment swales, and underground vaults) to determine whether ponds or direct piping produces the greatest impact.												9,000,000
3		Public Works/Drainage	Catholic High Basin Zone B - Intersection of "S" Street and Avery Street and consist of a large storm sewer system running up "S" Street to Leonard Street	Increase and expand existing storm collection system and provide stormwater treatment. Provide tie-ins to outfall proposed in "Begins at the intersection of Avery Street and run south to Gonzalez Street, west to "U" Street and south on "U" Street to its discharge point to Maggie's Ditch." This improvement can only be constructed after the completion of the proposed outfall trunk line.												3,850,727
3		Public Works/Drainage	Improve Open Ditch Outlet Terminating at Fairfield Drive	Enlarge outlet orifice for open ditch flowing to Fairfield Drive. This will not negatively impact downstream properties/improvements.												21,000

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
4		Public Works/Drainage	Rawson Lane Drainage and Resurfacing	Infrastructure drainage improvements and resurfacing												400,000
4		Public Works/Drainage	Breezy Lane (between Jeffry and Olive Road)	Relieve roadway and yard flooding, by expending a system to connect to the existing drainage system on Johnson Ave												
4		Public Works/Drainage	Ellyson Industrial Park Drainage	Miscellaneous Infrastructure drainage improvements to address roadway flooding and pavement failures at Grow Road, Copter Road, and East pond expansion, and resurfacing.												1,000,000
4		Public Works/Drainage	Via DeLuna Drainage at Pensacola Beach RV Resort	System should be cleaned of sediment and checked regularly. Increased system capacity should be considered.												287,470
4		Public Works/Drainage	Thompson Bayou - Scenic Hills Basin Study Tributary A	Construct a new stormwater pond between University Parkway and Shoal Creek Drive.												1,736,479
4		Public Works/Drainage	Pensacola Beach Blvd Stormwater Outfall Upgrades	Installing stormwater treatment on the outfall in the vicinity of the marina within the existing stormwater easement												401,121
4		Public Works/Drainage	Calle Juela Drainage at Via DeLuna	Regrade to a grate inlet with outfall through an exfiltration pipe												93,595
4		Public Works/Drainage	Calle Traviesa Drainage at Via DeLuna	Regrade to a grate inlet with outfall through an exfiltration pipe												93,595
4		Public Works/Drainage	Siguenza Drive Drainage	Construct a small retention area at the bend adding a new inlet at the location of the flooding												93,595
4		Public Works/Drainage	Via DeLuna Side road Connection	Drainage Improvements												334,270
4		Public Works/Drainage	Visitor Information Center Access Road Drainage	Regrading and repaved roadway to add slope and positive outfall to drainage inlets												93,595
5		Public Works/Drainage	Well Line Rd Home Flooding	Increase the capacity of the culvert under Well Line Road to reduce roadway and home flooding. Connect the Well Line Road culvert to the culvert running under Forrest Street to minimize water flowing across the property (this will require permission or easements from two property owners).												67,472
5		Public Works/Drainage	Hwy 29 (North of Bet Raines Rd)	Increase the capacity of culverts under Highway 29 and modify the surrounding ditch area to reduce roadway flooding.												323,506
5		Public Works/Drainage	International Paper Area	Increase capacity of drainage system in order to reduce roadway overtopping and upstream flood stages.												367,980
5		Public Works/Drainage	Ten Mile Road at Stefani Dr.	Increase the collection system size along Stefani Drive and Ten Mile Road and increase the capacity of the culverts under Midway Drive to reduce extensive flooding in the area. Improvement may have a negative effect on downstream properties.												393,265
5		Public Works/Drainage	Ten Mile Creek from Pine Forest to Stefani Dr.	Reconstruct Ten Mile Creek from Pine Forest to Stefani Drive to provide additional storage capacity to reduce extensive flooding in the area. Improvement may have a negative effect on downstream properties												8,988,914

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5		Public Works/Drainage	Ten Mile Creek from Stefani Drive to Roberts Rd.	Reconstruct Ten Mile Creek from Stefani Drive to Roberts Road to provide additional storage capacity to reduce extensive flooding in the area. Improvement may have a negative effect on downstream properties.												10,674,335
5		Public Works/Drainage	Tate Road North of Petty St	Increase capacity of roadway culvert crossings to prevent overtopping of Tate Road												13,269
5		Public Works/Drainage	Filly Rd	Increase capacity of culvert crossing to prevent overtopping of Filly Rd												5,000
5		Public Works/Drainage	Creekwood Drive	Increase capacity of culvert at Creekwood Drive to prevent roadway overtopping												7,000
5		Public Works/Drainage	Chestnut Rd to Hwy 29	Remove accumulated sediment from the upstream side of the Chestnut Road bridge in order to lower downstream velocities. Replace the culverts under Molino Road and Chestnut Road with bridges to prevent roadway overtopping and increase flow capacity.												1,027,014
5		Public Works/Drainage	NA-Ashland Park Joint ECUA funded sewer and drainage	Improve Box Culverts at Rodney, Joel and Childers Streets.												100,000
1		Public Works/Drainage	Frank Reeder Rd & Rebel Rd	Reconstruct the swale in the area near Rebel Road and construct a culvert under Frank Reeder Road.												49,523
5		Public Works/Drainage	Hwy 97 (East of Hwy 29)	Increase the capacity of the culverts under Highway 97 to decrease likelihood of roadway flooding.												201,759
5		Public Works/Drainage	11 Mile Creek Basin Study Zone 5	increase capacity of pipe under Green Hills Rd and construct a pond near urban drive to alleviate area flooding.												3,619,643
5		Public Works/Drainage	Shadow Ridge Drive - Meadowview Lane	Drainage Improvements proposed w/in unopened County RW in coordination with adjacent property to address property damage and erosion for the accumulation of development; primarily 801 SHADOW RIDGE DR and adjacent vacant lot 805 SHADOW RIDGE DR.												30,000
5		Public Works/Drainage	Hwy 29 (North of Quintette Rd.)	Replace the existing culverts under (divided) Highway 29 north of Quintette Road with two bridge structures to increase flow capacity and prevent roadway overtopping.												2,412,936
5		Public Works/Drainage	Hwy 29 (Jack's Branch Q13)	Replace the existing culverts under (divided) Highway 29 with two bridge structures to increase flow capacity and prevent roadway overtopping.												2,410,815
5		Public Works/Drainage	Hwy 29 (South of Omega Drive)	Increase the capacity of the culverts under Highway 29 south of Omega Drive to reduce roadway flooding.												331,272
5		Public Works/Drainage	Hwy 29 (North of Hwy 97)	Increase the capacity of the culverts under Highway 29 near North Highway 95A to prevent flooding.												283,017
5		Public Works/Drainage	Hwy 97 at Elementary School	Increase the capacity of the two culverts under Highway 97 near the Molino School and connect them with an earthen ditch. This will prevent roadway flooding.												297,927
1		Public Works/Drainage	Frank Reeder Rd & Beulah Rd	Reconstruction of the ditch and installation of culverts where necessary to provide a defined drainage path.												64,153

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5		Public Works/Drainage	Greenbrier Pond Parcel property acquisition	This is a traffic capacity projects with funding												
5		Public Works/Drainage	Hwy 29/Tate School Road	Increase capacity of culverts to prevent overtopping of Tate Road												187,331
5		Public Works/Drainage	Ten Mile Creek from Roberts Rd North to Kingfield Rd	Reconstruct the creek to provide additional storage volume and increase the culvert capacity under Roberts Road, Dolphin Street, Tate Road, and Kingsfield Road to prevent flooding to structures. Improvements may have a negative effect on downstream properties.												4,494,457
5		Public Works/Drainage	Carrington Lakes	Repair outfall erosion at the private subdivision pond to prevent further erosion and possible wetland impacts.												276,893
5		Public Works/Drainage	Ashton Brosnaham Park	Construct a new stormwater pond at the end of Bet mark Lane with a ditch connecting runoff from the recreational center to the pond.												1,568,144
5		Public Works/Drainage	Northcreek and Valley Ridge Area Drainage Joint Sanitary Sewer Project	Drainage and sanitary sewer improvements in Northcreek Subdivision and in the adjacent Deer Run and Valley Ridge subdivisions, as well as on Bison Road and Motley Court												2,500,000
5		Public Works/Drainage	Rittenberry Drive and Madrid Road	Increase the capacity of the culverts under Rittenberry Drive and Madrid Road and deepen the roadside ditches to prevent home flooding.												70,597
5		Public Works/Drainage	Well Line Rd	Increase the capacity of the culverts under Well Line Road to reduce roadway flooding. Clear debris and large pieces of concrete pipe from the downstream channel to facilitate stormwater flow.												58,461
5		Public Works/Drainage	Stacey Rd (at the bridge)	Clear and grade the existing channel area and construct an improved concrete outfall channel to provide adequate stormwater conveyance and reduce yard and building flooding.												45,290
5		Public Works/Drainage	Stacey Rd at Quintette Rd	Increase the capacity of the culverts under Stacey Road and Quintette Road and construct a ditch that connects them to prevent roadway and home flooding.												127,811
5		Public Works/Drainage	Quintette Rd (North of Welcome Circle)	Increase the capacity of the culverts under West Quintette Road and replace the existing grate inlet to decrease roadway flooding. These improvements may have a negative impact on downstream properties.												59,474
5		Public Works/Drainage	Ponderosa Drainage Positive Outfall System	Expand existing pond to accommodate contributing basin; Pond still needs a positive outfall system to be compliant with Code, and prevent future property owner flooding.												2,243,000
5		Public Works/Drainage	Ryale Road Drainage	Water stands in the roadway												90,000
5		Public Works/Drainage	Staff Drive (Sheppard Grove)	Runoff form Tate School to private drainage easement causing yard flooding, of which property owners has built/encroached with a deck. Property owner has been referred to MSBU process.												40,000

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5		Public Works/Drainage	Ten Mile Road Drainage and Roadway Improvements	Chemstrand to Palafox: Needing property acquisition and construction funds \$2.5M for drainage and \$2.5M transportation												2,500,000
5		Public Works/Drainage	Beulah Road Ditch	Clean out existing culvert and construct a new ditch to convey stormwater to the culvert.												90,039
5		Public Works/Drainage	11 Mile Creek Basin Study Zone 6 (Amanda Lane & 9 1/2 Mile Road)	increase culvert capacity under Amanda lane and 9 1/2 mile road (seems to be partial overlap with 94 priority 19)												258,586
5		Public Works/Drainage	Intersection of Hwy 29 and Hwy 97	Construct a dry pond and conveyance pipes at the corner of Highway 97 and Crabtree Church Road to contain and control downstream stormwater runoff. Increase the capacity of culverts running under Highway 29 to reduce roadway flooding.												558,138
5		Public Works/Drainage	11 Mile Creek Basin Study Zone 8 (Kingsfield Road near Pompano Street)	Increase culvert capacity to reduce area flooding.												99,466
5		Public Works/Drainage	Landfill Berm (Perdido River South Basin)	Raise the berm east of the landfill to prevent an existing pond from overtopping.												623,520
5		Public Works/Drainage	Brookshill Drive	Replace the existing culverts under Brookhills Drive with a bridge span to increase flow capacity under the road and decrease roadway, yard, and home flooding. Set a minimum finished floor elevation for any new homes built along the road in order to prevent structure flooding.												409,429
5		Public Works/Drainage	Piney Lane	Construct a ditch along the road and a culvert under Piney Lane.												101,294
5		Public Works/Drainage	Nims Lane Drainage Project	Nims Lane receives stormwater from a basin of approximately 29 acres. This basin extends just east of Holsberry Road and just north of Holsberry Lane. This area is prone to flooding due a lack of a positive outfall or stormwater conveyance system. Discharge from this conveyance system is expected to be routed to the Holsberry Pond												400,000
5		Public Works/Drainage	Perdido Rd West of Balboa Road	Increase the capacity of the culverts under Perdido Road to decrease roadway and yard flooding. This will negatively effect downstream properties and should be performed in conjunction with other Balboa Road improvements.												43,814
5		Public Works/Drainage	Daylilly Road	Increase the capacity of the culverts under Daylily Road to decrease roadway overtopping. This improvement may have a negative effect on downstream homes, so the downstream ditch should be considered in construction plans.												49,488
5		Public Works/Drainage	Stacey Rd (at the bend)	Regrade the right-of-way and increase the capacity of the culverts under Stacey Road to prevent roadway and yard flooding.												93,335

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5		Public Works/Drainage	Schaag Rd at Stokes Pond	Place riprap along the channel from Stokes Pond to the cross drain inlet to prevent channel erosion. Replace the upstream headwall to prevent headwall failure and roadway undermining.												98,040
5		Public Works/Drainage	Crabtree Church Rd at Abbott Lane	Replace the existing culverts under Crabtree Church Road with a bridge to reduce roadway flooding.												927,730
5		Public Works/Drainage	Bet Raines Rd (East of Bridge)	Increase the capacity of the culverts underneath Bet Raines Road and construct an earthen ditch to improve flows and reduce yard flooding.												75,991
5		Public Works/Drainage	Bridge on Bet Raines Rd	Improve flow conditions through the bridge area by removing trees and brush from the flow path and ensuring a 6 foot clearance below the bottom of the bridge.												17,000
5		Public Works/Drainage	Chestnut Rd South	Increase the capacity of the culverts under Chestnut Road to decrease roadway flooding and possible home flooding.												101,837
5		Public Works/Drainage	Quintette Rd (at Welcome Rd)	Increase the capacity of the culverts under Quintette Road and improve the downstream channel in order to reduce roadway flooding.												51,489
5		Public Works/Drainage	Schaag Rd Bridge at Jack's Branch Tributary P	Replace the existing bridge with a new bridge that has sufficient hydraulic capacity to prevent roadway overtopping.												695,188
5		Public Works/Drainage	Chestnut Rd North	Raise the elevation of Chestnut Road increase the flow capacity of the culverts to decrease roadway flooding.												271,465
5		Public Works/Drainage	Risen Drive and Bonanza Drive	Upgrade the culvert under Bonanza Drive and obtain drainage easement over downstream ditch to reduce roadway flooding at the intersection. Improvement may have a negative effect on downstream properties.												101,125
5		Public Works/Drainage	River Annex Road bridge	Reconstruct the bridge over River Annex Road to a higher elevation.												623,519
5		Public Works/Drainage	SR 297-A/Meander Road	Increase capacity of culverts to prevent overtopping of State Road 297-A												61,024
5		Public Works/Drainage	Perdido Rd at Saverna Park	Increase the capacity of the culverts near Perdido Road to prevent roadway overtopping.												166,774
5		Public Works/Drainage	Cedar Tree Lane (Hwy 29 Side Drain)	Lower and increase the capacity of the culverts under Cedar Tree Lane to prevent roadway flooding. Rebuild the downstream ditch in order to provide a positive grade away from the cross drain.												137,132
5		Public Works/Drainage	Cedar Tree Lane (at Cedar Point Rd)	Increase the capacity of the culverts under Cedar Tree Lane to prevent roadway flooding. The roadway in this area should also be paved to decrease sediment buildup in the culverts.												85,872
5		Public Works/Drainage	Welcome Rd (at the bend)	Increase the capacity of the culvert under Welcome Road to prevent roadway overtopping and add end treatments and riprap to prevent erosion.												47,062
5		Public Works/Drainage	Crabtree Church Rd (East of Chestnut Rd)	Increase the capacity of the culverts under Crabtree Church Road to decrease roadway flooding.												51,767

Projects for Consideration

District	C/D	Agency	Project	Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
5		Public Works/Drainage	Schaag Rd (North of Hwy 196)	Raise the surface elevation of a portion of Schaag Road and increase the capacity of the culverts underneath to prevent roadway overtopping.												351,943
			Beulah Rd sag near bridge	Regrade Beulah Road to prevent overtopping. Improvement may have a negative effect on downstream properties.												248,732
			Monroe Avenue	Increase the capacity of the culverts under Monroe Avenue to decrease roadway flooding. This may have negative impacts on downstream properties.												90,647
1 & 2		Public Works/Drainage	Bayou Grande Basin Study BB10-Liberty Church Discharge Structure	Provide stormwater pond at Liberty Church with a discharge structure to control the water level and time of detention.												14,045
2 & 3		Public Works/Drainage	West Cervantes at Westworth	Correct road flooding in area with no drainage system												600,000
3 & 4		Public Works/Drainage	BASIN STUDY: Carpenters Creek South Basin Study (primarily located in City Limits)	Master Drainage Plan Study to continue South into the City Limits from the Olive Road North area Sub-basin draining through the City. Depending upon funding, the study may extend to other City areas of the basin to implement a Bacteria Pollution Control Plan (BCA); requires joint City funding since basin is primarily City.												400,000
9	9 Sheriff		Sheriff Facilities	Evidence Storehouse, Firing Range, Precinct Improvements												21,118,330
2	9 Pensacola Bay Center		Ice Hockey Improvements	Ice Plant Replacement = \$1.5m, Dasher/Glass System=\$200k, Ice Pro Deck=\$160k, Scoreboard Controls=\$50k												1,910,000
2	9 Pensacola Bay Center		Bay Center Improvements	Center Hung Video Board=\$620k, Sound System upgrade=\$400k, Arena Lighting upgrade=\$600k, ADA upgrades=\$215k, Parking lot resurface=\$220k.												2,055,000
4	9 Pensacola State		Baars Building	Construction of a facility for workforce development.												1,300,000
9	9 Pennies for Progress/FloridaWest		Economic Development	Economic Development Projects												71,688,986
5	5 Public Works/Transportation		Sector Plan Road	Kingsfield Road Extension												7,000,000
5	5 Public Works/Transportation		Sector Plan Road	Quintette Road Extension												7,000,000
5	5 Public Works/Transportation		Sector Plan Road	Well Line Road Extension												5,000,000
3	3 Neighobrhood & Human Services		Brownsville Community Center Parking Lot													500,000
Total																\$550,523,398



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13094

County Attorney's Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 10/19/2017

Issue: Settlement Agreement with First Transit, Inc.

From: Kristin Hual, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement Agreement with First Transit, Inc.

That the Board take the following action:

A. Approve the Settlement Agreement concerning the Settlement Agreement resolving all claims for disputed costs related to the Management Services Agreement (PD 10-11.060) and Paratransit Transportation Services Agreement (PD 13-14.029); and

B. Authorize the Chairman to sign the Settlement Agreement.

BACKGROUND:

The County and First Transit previously entered into a Management Services Agreement for Escambia County Area Transit and a Paratransit Transportation Services Agreement, and each Agreement expired effective September 30, 2017. During the term of said service agreements, a dispute arose between the parties whereby each has asserted a claim against the other for certain costs each may have incurred.

The County has asserted a claim for gas escalation/de-escalation in the amount of \$42,547.00 and paratransit vehicle maintenance costs totaling \$234,498.30. First Transit has asserted a claim for "RouteMatch software" billing errors in the amount of \$161,069.00 and the cost of staffing an ADA compliance manager in the amount of \$125,709.00. After lengthy negotiation, First Transit has proposed that the parties mutually agree to forego any claims for reimbursement with regards to the disputed costs.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Settlement Agreement was prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement

**SETTLEMENT AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND FIRST TRANSIT, INC.**

THIS SETTLEMENT AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and First Transit, Inc., a for-profit corporation authorized to transact business in the State of Florida, with administrative offices at 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202 (hereinafter referred to as "First Transit").

WITNESSETH:

WHEREAS, on or about January 19, 2012, the County and First Transit previously entered into a Management Services Agreement for Escambia County Area Transit (PD 10-11.060); and

WHEREAS, on or about May 15, 2014, the County and First Transit previously entered into an Agreement to Provide Paratransit Transportation Services (PD 13-14.029); and

WHEREAS, during the term of said service agreements, a dispute arose between the parties whereby each has asserted a claim against the other for certain costs each may have incurred for *gas escalation/de-escalation, paratransit vehicle maintenance accruing from 4/1/15 to the present, "RouteMatch Software" errors, and/or an ADA management position* (hereinafter referred to collectively as "Costs"); and

WHEREAS, the parties now desire to finally settle and resolve all disputes and claims between them for said disputed Costs related to the performance of services by First Transit; and

WHEREAS, to effectuate such settlement and resolution, the parties have agreed to the terms and conditions of this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the County and First Transit agree as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. The County and First Transit do hereby agree to finally settle and resolve all disputes and claims between them for certain disputed Costs related to the performance of services by First Transit and further agree that neither party shall be entitled to payment for the afore-mentioned Costs, whether incurred or not.
3. The scope of this Settlement Agreement is strictly limited to the disputed Costs as specified herein. Nothing herein shall otherwise affect the continued performance by the parties of the terms and conditions of the *Management Services Agreement for Escambia County Area Transit (PD 10-11.060)*, as amended, and the *Agreement to Provide Paratransit Transportation Services (PD 13-14.029)*, as amended.
4. Except as otherwise set forth herein, each party does hereby remise, release, and discharge the other party hereto of and from any and all actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, liability, demands, in law or in equity, which either party may have had or now has against the other party hereto which arise out of said

disputed Costs as specified herein; and each party does hereby acknowledge and declare that any and all liability to each other arising out of said disputed Costs has been satisfied in full by the execution of this Agreement.

5. This Agreement shall be governed by the laws of the State of Florida.

6. It is expressly understood and agreed by the parties that this Agreement is intended to resolve issues and claims which are disputed, and neither the execution of this Agreement, nor statements made in connection with this resolution of these disputed claims, are to be considered admissions of liability.

7. Each party to this Agreement hereby declares that each has read this Agreement in its entirety, and received advice of its counsel with respect thereto, and that such party fully understands all terms of this Agreement and voluntarily accepts such terms for the purpose of making a full and final compromise, adjustment and settlement of their claims against each other and for the express purpose of precluding forever any further or additional claims arising out of, in connection with, or in any way related to the above-referenced Costs, other than as set forth herein.

8. Each party to this Agreement hereby stipulates, covenants and agrees that each and every term of this Agreement was fully negotiated and agreed to by the parties hereto, and consequently neither this Agreement nor any provision hereof shall be construed in favor of or against either party.

9. Each party to this Agreement hereby further stipulates, covenants, represents, and agrees that the person executing this Agreement on behalf of said party is fully vested with all required authority to execute this Agreement and make the Agreement fully binding as to that party on whose behalf he/she is executing and that all requisite actions have been duly taken to bestow such authority.

10. In making this Agreement, neither party has relied upon any representations (whether affirmative or negative, actual or implied, spoken or written, or otherwise inferred from silence) made by the other party or its representatives, agents, employees or attorneys, except as such representations are expressly and affirmatively stated in this Agreement. All prior statements, discussions, negotiations, offers and counteroffers are merged herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Settlement Agreement on the respective dates under each signature:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

(Seal)

FIRST TRANSIT, INC.

By: _____

Date: _____

ATTEST:

Corporate Secretary

(Seal)

Approved as to form and legal
sufficiency.

By/Title: K. Hualsaca
Date: 10/10/17



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-13098

County Attorney's Report 11. 2.

BCC Regular Meeting

Action

Meeting Date: 10/19/2017

Issue: Approval of Settlement Agreement in the FCHR/EEOC Case of James Reed v. Escambia County Board of County Commissioners

From: Meredith Crawford, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Settlement in the Sum of \$12,181.11 in the Case of James Reed v. Escambia County, FCHR Case No.: 201700789 and EEOC Case No.: 15D201700462

That the Board take the following action:

A. Approve the settlement reached in the sum of \$12,181.11 of which \$9,852.49 is to be paid directly to James Reed and \$2,328.62 is to be paid to Mr. Reed's Florida Retirement System Account in exchange for the execution of a general release and stipulation for dismissal with prejudice, and;

B Authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice once the appropriate releases are executed and delivered to Assistant County Attorney, Meredith D. Crawford.

[Funding: Fund 501, Balance Sheet Account 239898]

BACKGROUND:

Mr. James Reed has been employed by the County as a firefighter with Escambia County Fire Rescue from April 14, 2004 until present date.

Mr. Reed has filed a claim with the Florida Commission on Human Relations (FCHR) and with the Equal Employment Opportunity Commission (EEOC) alleging disparate treatment, namely failure to promote, based on age discrimination in violation of the Age Discrimination in Employment Act (ADEA) and the Florida Civil Rights Act (FCRA).

This settlement acknowledges the uncertainty of litigation and potential for extensive cost and increased damages should the matter proceed. This settlement allows Mr. Reed to receive a promotion to Fire Lieutenant effective October 22, 2016, retroactive

back-pay for income differential, thirty days of administrative leave, and corresponding contributions to the Florida Retirement System.

This full and final settlement is in exchange for release of all current and future employment claims and a dismissal of all pending complaints with prejudice.

Mr. Reed will resign County employment effective October 28, 2017.

By entering this agreement, the County does not admit that it has violated any federal, state or local statute or regulation. The County expressly denies that it has violated any law with respect to Mr. Reed and/or his employment with the County. The consideration provided by the County is in full accord and satisfaction of doubtful and disputed claims. It is understood that the consideration for this release is for the purpose of enabling the County to avoid the expense and inconvenience of litigation.

BUDGETARY IMPACT:

Fund: 501, Balance Sheet Account 239898

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Meredith D. Crawford will obtain all necessary documents to effectuate full settlement, general release of any alleged liability, and dismissal of all claims with prejudice.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.
